

City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
May 5, 2004

Mayor David Dermer
Vice-Mayor Saul Gross
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Jose Smith
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

REGULAR AGENDA

R2 - Competitive Bid Reports

- R2A Request For Approval To Award Contracts To Primary And Secondary Vendors As Stated Herein, For Providing Citywide Janitorial Services Pursuant To Invitation To Bid No. 34-02/03, In The Estimated Annual Amount Of \$797,915. (Page 133)
(Public Works)

R5 - Ordinances

- R5A An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The Fraternal Order Of Police (FOP) In Accordance With The Negotiated Agreement A 3% Increase For All FOP Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All FOP Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification. **10:15 a.m. Second Reading, Public Hearing** (Page 141)

(Human Resources)
(First Reading on April 14, 2004)

- R5B An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The International Association Of Firefighters (IAFF) In Accordance With The Negotiated Agreement A 3% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification. **10:20 a.m. Second Reading, Public Hearing** (Page 150)

(Human Resources)
(First Reading on April 14, 2004)

- R5C An Ordinance Amending Ordinance No. 1605, The Unclassified Employees Salary Ordinance; Providing For A 3% Increase For All Unclassified Employees And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Unclassified Employees And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification. **10:25 a.m. Second Reading, Public Hearing** (Page 159)

(Human Resources)
(First Reading on April 14, 2004)

R5 - Ordinances (Continued)

- R5D An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance, For Classifications In Group VI, Being All Other Classifications In The Classified Service Not Covered By A Bargaining Unit; Providing For A 3% Increase For All Employees In Group VI, "Others," And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Employees In Group VI, "Others," And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification. **10:30 a.m. Second Reading, Public Hearing** (Page 166)

(Human Resources)
(First Reading on April 14, 2004)

- R5E Eliminating Dance Halls & Entertainment Establishments In Certain Districts
An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, CD-2 Commercial, Medium Intensity District, Section 142-302, "Main Permitted Uses"; Division 11, I-1 Light Industrial District, Section 142-485, "Prohibited Uses"; And Division 18, "PS Performance Standard District," Section 142-693 "Permitted Uses," By Eliminating Dance Halls And Entertainment Establishments Also Operating As Alcoholic Beverage Establishments And Restaurants With Full Kitchens And Serving Full Meals As Permitted Uses In Certain Areas Of The CD-2 Commercial, Medium Intensity District, The I-1 Light Industrial District, And The PS Performance Standard District; Providing For Repealer, Severability, Codification And An Effective Date. **5:15 p.m. Second Reading, Public Hearing** (Page 173)

(Planning Department)
(First Reading, Public Hearing on April 14, 2004)

- R5F An Ordinance Amending The City's Art In Public Places Legislation, As Codified In Chapter 82, Article VII, Divisions 1 Through 4, Sections 82-501 Through 82-612, Of The Code Of The City Miami Beach, Florida; Providing For Codification; Repealer; Severability; And An Effective Date. **First Reading** (Page 186)

(Tourism & Cultural Development)

- R5G An Ordinance Amending Miami Beach City Code Section 2-487 Entitled "Prohibited Campaign Contributions By Vendors," Subsection A(3) Thereof By Defining The Term "Disqualified"; Providing For Repealer, Severability, Codification And An Effective Date. **First Reading** (Page 201)
(Requested by Commissioner Jose Smith)

R7 - Resolutions

- R7A A Resolution Authorizing The Mayor And City Clerk To Execute An Interlocal Agreement By And Among The City Of Miami Beach, The Miami Beach Redevelopment Agency, And Miami-Dade County, Florida, For The Purpose Of Establishing The Use Of 1.5% Of The Tax Increment Revenues Against Real Property Located Within The South Pointe Redevelopment Area And The City Center/Historic Convention Village Redevelopment And Revitalization Area To Be Remitted, Respectively, To The City And County At Fiscal Year End. **Joint City Commission and Redevelopment Agency** (Page 206)
(Economic Development)
- R7B A Resolution Approving On First Reading/Public Hearing, In Accordance With The Requirements Of Sections 163.3220 - 163.3243, Florida Statutes, Also Referred To As The Florida Local Government Development Agreement Act, A Proposed Development Agreement Between The City Of Miami Beach And AR&J SOBE, LLC (A/K/A Potamkin/Berkowitz) For The Development Of The Project, Presently Referred To As "5th And Alton", Containing Approximately 179,000 Square Feet Of Retail Area And A Supermarket And An Approximately 943 Space Parking Garage Facility, Including An Intermodal/Transportation Component, An Integrated Parking Garage, Vertical Transportation, Ramps, Ventilation, Etc., And Surrounding Streetscape And Public Infrastructure To Serve The Project, Bounded By Lenox Avenue On The East, Alton Road On The West, 6th Street On The North And 5th Street On The South, In Miami Beach; Further, Setting The Second Public Hearing For The Development Agreement; Further Setting A Public Hearing Pursuant To The City's Guidelines For Vacation Of Public Right-Of-Ways And Chapter 82, Article II, Sections 82-37 Through 82-38, Of The City Code, To Hear Public Comment Concerning A Vacation Of The Alley Adjacent To The Property Generally Located Between Alton Road And Lenox Avenue, And Containing Approximately 7800 Square Feet Of Land. **2:00 p.m. First Public Hearing** (Page 213)
(City Manager's Office)
(Continued from April 14, 2004)
- R7C A Resolution Approving The Creation Of A Temporary (Not To Exceed Six Months) Restricted Residential Parking Permit Zone (Zone 14/Belle Isle) On The North Side Of The Venetian Causeway, Between Island Avenue And Century Lane; And Temporarily Establish Nine (9) On-Street Parking Spaces To Serve As Residential Parking For The Vistas Condominiums, Located At One Century Lane, As A Result Of Construction In Said Condominium's Parking Garage And Pool Deck Which Will Render The Garage Inoperable And Inaccessible To Residents. **5:01 p.m. Public Hearing**
(Page 230)
(Parking Department)
- R7D A Resolution Adopting The Art In Public Places Five Year Master Plan And Guidelines.
(Page 245)
(Tourism & Cultural Development)

R7 - Resolutions (Continued)

- R7E A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Perpetual Easement Interest With The Florida Department Of Transportation (FDOT) For Two Separate Strips Of Land Along The East Side Of Brittany Bay Park, Containing 1578 Square Feet, A Legal Description Of Which Being Attached Hereto And Made Part Of This Resolution. Said Easement Will Widen The Indian Creek Drive Crossection To Allow For The Construction Of A Triple-Left Intersection, As Part Of FDOT's At-Grade Project At 63rd Street And Indian Creek Drive. FDOT Agrees To Restore To Substantially The Same Condition Which Existed Immediately Prior To Such Work, At Its Sole Cost And Responsibility, Any And All Affected City Infrastructure Within The Easement Area, Including But Not Limited To Utility Lines, Sidewalk And Landscaping; And Further That The Easement Will Become Null And Void If The Project Is Not Under Construction Before The Year 2007, And The Rights Conveyed By The City Revert Back To The City. (Page 320)
(Public Works)
(Deferred from April 14, 2004)
- R7F A Resolution Authorizing A Payment To The Miami-Dade Library System Of \$2,000,000 In Accordance With Section I Of Amendment One To The Interlocal Cooperation Agreement Dated June 21, 1996 Between Miami-Dade County And The City Of Miami Beach; Appropriating Such Funds From The General Fund; Further Approving That Said \$2.0 Million Dollar Contribution Be Used To Fund The Cost Of Library Books For The New Regional Library To Be Located In Miami Beach. (Page 335)
(Finance Department)
- R7G A Resolution Approving The City Of Miami Beach Capital Project List And Priorities For Inclusion In The Miami-Dade County 2004 General Obligation Bond Program. (Page 340)
(City Manager's Office)

R9 - New Business and Commission Requests

- R9A Board And Committee Appointments. (Page 356)
(City Clerk's Office)
- R9A1 Nominate Maria Bonta De La Pezuela To The Arts In Public Places Committee. (Page 362)
(Requested by Commissioner Richard L. Steinberg)
- R9A2 Appointment Of Two (2) Citizens At-Large To The Board Of Adjustment. (Page 364)
(City Clerk's Office)
- R9A3 Re-Appointment Of Commissioner Matti Herrera Bower To The Performing Arts Center Trust. (Page 366)
(Requested By Mayor David Dermer)

R9 - New Business and Commission Requests (Continued)

- R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 368)
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)
- R9C Discussion Regarding The Traffic Analysis Report On Indian Creek Drive At 63rd And 65th Street Intersections, Prepared By The HNTB Corporation. (Page 370)
(Public Works)
(Deferred from April 14, 2004)
- R9D A Public Hearing To Solicit Public Input Regarding The Notification Of Proposed Change ("NOPC"), Filed By Flagstone Island Garden, LLC On Behalf Of The Downtown Development Authority, For The Expansion Of The Downtown Development Of Regional Impact (DRI) District Boundaries To Include The Northwest Quadrant Of Watson Island. **5:05 p.m. Public Hearing** (Page 388)
(City Manager's Office)
- R9E Presentation Of The Proposed Planning Initiatives For The 2004-2005 Term By Victor Diaz, Planning Board Chairperson. (Page 402)
(Requested by Commissioner Matti Herrera Bower)
- R9F Discussion Regarding Waiver Of Conflict Of Interest By Akerman Senterfitt, P.A. (Page 404)
(City Attorney's Office)
- R9G Discussion And Update Regarding The Commission Retreat On Saturday, May 8, 2004 From 12:00 p.m. - 6:00 p.m. At The South Beach Marriott Located At 161 Ocean Drive, Miami Beach, Florida In The Ocean Boardroom. (Page 408)
(City Manager's Office)
- R9H Discussion Regarding A Resolution Urging Governor Jeb Bush To Veto Those Line Items Of The State Budget Which Would Eliminate \$12.5 Million From The Miami-Dade County School District Budget. (Page 410)
(Requested by Commissioner Matti Herrera Bower)
- R9I Discussion Regarding Negotiating A Contract For Public Relations Services. (Page 412)
(Requested by Vice-Mayor Saul Gross)

Reports and Informational Items

- A City Attorney's Status Report. (Page 427)
(City Attorney's Office)
- B Status Report On The Rehabilitation Project Of The Existing Building And The Addition To Fire Station No. 2. (Page 431)
(Capital Improvement Projects)
- C Status Report On The Rehabilitation Project Of Fire Station No. 4. (Page 433)
(Capital Improvement Projects)
- D Presentation Regarding Funding Status For Projects Managed By The Capital Improvement Projects Office. (Page 435)
(Capital Improvement Projects)

End of Regular Agenda

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



OFFICE OF THE CITY CLERK

HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON CHANNEL 20, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE AT 9:00 AM. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 1:30 p.m and 5:30 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this forum.
2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on the Monday prior to the Commission regular meeting. The complete Agenda, including all backup material, is available for inspection the Monday and Tuesday prior to the Commission meeting at the City Clerk's Office and at the following Miami Beach Branch Libraries: Main, North Shore, and South Shore. The information is also available on the City's website which is - <http://ci.miami-beach.fl.us>.
3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Tuesday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.
4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on items listed on the Agenda may call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m. on the Tuesday prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.
5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, with the approval of the City Commission, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a public hearing may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.
6. If a person wishes to address the Commission on an emergency matter, which is not listed on the agenda, there will be a period of fifteen minutes total allocated at the commencement of the Commission Meeting at 9:00 a.m. when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor and the City Commission. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes.



CITY OF MIAMI BEACH

2004 CITY COMMISSION AND REDEVELOPMENT AGENCY MEETINGS

January 14 (Wednesday)

February 4 (Wednesday)

February 25 (Wednesday)

March 17 (Wednesday)

April 14 (Wednesday)

May 5 (Wednesday)

May 26 (Wednesday)

June 9 (Wednesday)

July 7 (Wednesday)

July 28 (Wednesday)

August City Commission in Recess – NO MEETINGS

September 8 (Wednesday)

October 13 (Wednesday)

November 10 (Wednesday)

December 8 (Wednesday)

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award Contracts to Primary and Secondary Vendors as Stated Herein, for Providing Citywide Janitorial Services Pursuant to Invitation to Bid No. 34-02/03, n the Estimated Annual Amount of \$797,915.

Issue:

Shall the City Commission approve the Awards?

Item Summary/Recommendation:

The purpose of Invitation to Bid No. 34 – 02/03 (the "Bid") is to provide janitorial services for the City of Miami Beach's facilities/offices, and garages on a daily basis. The successful contractors will provide all labor, equipment, tools, chemicals, paper products and supervision to perform the work in accordance with the terms and conditions scope of services specified in the Bid.

Based on the analysis of the bids received, it is in the City's best economic interest to request for approval to award contracts to primary and secondary vendors that submitted the lowest and best bid price for each individual location: Chi-Ada Corporation, RD Cleaning & General Maintenance, Inc., Best's Maintenance, Janitorial Services, Inc., Cleaning Systems, Inc., and Vista, pursuant to Invitation to Bid No. 34-02/03, for providing citywide janitorial services, in the estimated annual amount of \$797,915.

The contracts awarded are subject to the requirements of the Living Wage Ordinance (No. 2001-3301), which states that all employees who provide services covered by this contract shall be paid a Living Wage of no less than \$8.56 an hour with health benefits (plus at least \$1.25/hour must be contributed towards health benefits) or a living wage of no less than \$9.81 an hour without health benefits. The fiscal impact of incorporating the Living Wage Ordinance is \$264,601, or 43% increase from the current janitorial services contract.

APPROVE THE AWARDS.

Advisory Board Recommendation:

Financial Information:

Source of Funds:	Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1	\$282,000	520.1720.000325 (FY 03/04)
	2	\$120,000	480.0463.000325 (FY 03/04)
	3	\$45,000	142.6976.000325 (FY 03/04)
	4		
	Total	\$447,000 (FY 03/04)	Remaining funds will be requested in the FY 04/05 Budget.

City Clerk's Office Legislative Tracking:

Gus Lopez, ext.6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL FB	RCM	JMG

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Agenda Item B2A

Date 5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: REQUEST FOR APPROVAL TO AWARD CONTRACTS TO PRIMARY AND SECONDARY VENDORS AS STATED HEREIN, FOR PROVIDING CITYWIDE JANITORIAL SERVICES PURSUANT TO INVITATION TO BID NO. 34-02/03, IN THE ESTIMATED ANNUAL AMOUNT OF \$797,915.

ADMINISTRATION RECOMMENDATION

Approve the Award of Contracts.

AMOUNT AND FUNDING

\$282,000 Property Management Account No. 520.1720.000325 (FY 2003/04)
\$120,000 Parking Garage Fund Account No. 480.0463.000325 (FY 2003/04)
\$45,000 Parking Garage Fund Account No. 142.6976.000325 (FY 2003/04)
\$447,000

The total estimated amount of \$797,915 is based on the following:

- | | | |
|----|----------------------------------------------------------------------------------------------------|-----------------|
| 1. | Bid results based on the known locations at the time of Bid issuance: | \$562,438 |
| 2. | Estimated cost of new locations to be added to the contract
(see Appendix A for complete list): | \$184,759 |
| 3. | Estimated contingency costs for special events: | <u>\$50,000</u> |
| | | \$797,915 |

The total funding needed to maintain current service levels (\$797,915) will be requested to be funded from Property Management Account No. 520.1720.000325, and the Parking Garage Fund upon approval of the FY 2004/05 Budget.

FISCAL IMPACT OF THE LIVING WAGE ORDINANCE

The contracts awarded are subject to the requirements of the Living Wage Ordinance (No. 2001-3301), which states that all employees who provide services covered by this contract shall be paid a Living Wage of no less than \$8.56 an hour with health benefits (plus at least \$1.25/hour must be contributed towards health benefits) or a living wage of no less than \$9.81 an hour without health benefits. The fiscal impact of incorporating the Living Wage Ordinance is \$264,601, or 43% increase from the current janitorial services contract.

Commission Memorandum
Bid No. 34-02/03 – JANITORIAL SERVICES
May 5, 2004
Page 2 of 6

ANALYSIS

The purpose of Invitation to Bid No. 34 – 02/03 (the “Bid”) is to provide janitorial services for the City of Miami Beach’s facilities/offices, and garages on a daily basis. The successful contractors will provide all labor, equipment, tools, chemicals, paper products and supervision to perform the work in accordance with the terms and conditions scope of services specified in the Bid.

The term of the contracts will be for a period of two years, and may be renewed for four additional years. After the initial two-year contract, the contracts prices will be reconsidered for adjustment prior to the four-year renewal. The contracts increases shall not be more than the percentage increase or decrease in the Consumer Price Index (CPI-U all urban areas).

The “Bid” was issued on March 24, 2003, with an opening date of May 12, 2003. A pre-bid and site visit conducted on April 9, 2003. Notices were sent to 35 prospective bidders, which resulted in the receipt of 15 bids. Of the 15 bids received, six (6) were deemed responsive, and nine (9) bids were deemed for non-responsive.

Based on the analysis of the six (6) responsive bids received, it is recommended that the City Commission approve multiple awards to primary and secondary vendors based on the lowest and best bid received for each location. One responsive bidder, AM-KO Building Maintenance, Inc. (“AM-KO”), would not accept an award per location since their bid offer was based on a total award.

Listed below is the estimated annual contract amount to the five (5) recommended vendors:

Chi-Ada Corporation	\$201,743.88
RD Cleaning & General Maintenance, Inc.	\$157,602.12
Best’s Maintenance & Janitorial Service, Inc.	\$107,403.96
Cleaning Systems, Inc.	\$ 88,920.00
Vista Building Maintenance Services	\$ 6,768.24
TOTAL:	\$562,438.20

The Bid totals (\$562,438.20) does not include any “additional services” (not specified in the scope of services) that may be required for carpet cleaning, window cleaning, pressure cleaning, or additional services for the five City Garages. The above totals do not include the cleaning of the Beach Restrooms, or the 1st, 46th, 53rd, and 73rd Street Restrooms, as this work is being provided by the City’s Sanitation Department.

Commission Memorandum
Bid No. 34-02/03 – JANITORIAL SERVICES
May 5, 2004
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Additionally, the Bid totals do not include janitorial services that will be needed for the various facilities listed in Appendix A, that are either under construction or were not included in the Bid at the time of issuance.

Any additional facilities or increase in the scope of work will be accomplished via a request for pricing from the five (5) vendors awarded contracts, and based on the lowest and best bid per location, the respective contracts will be amended accordingly.

The bid results are tabulated and attached herein and labeled Appendix B and C.

CONCLUSION

Based on the analysis of the bids received, it is in the City's best economic interest to request for approval to award contracts to primary and secondary vendors that submitted the lowest and best bid price for each individual location: Chi-Ada Corporation, RD Cleaning & General Maintenance, Inc., Best's Maintenance, Janitorial Services, Inc., Cleaning Systems, Inc., and Vista, pursuant to Invitation to Bid No. 34-02/03, for providing citywide janitorial services, in the estimated annual amount of \$797,915.

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APPENDIX A
NEW FACILITIES TO BE ADDED

1. North Shore Park- new concession and bathroom facility
2. Bass Museum School- new Park and Rec offices
3. Skate Park bathroom facility at 21st Street- Bandshell
4. The new Parks Administration building 2100 Meridian Ave
5. The new Operations. office at NSOP
6. The renovation of South Point Park -- new facilities
7. The renovation of Washington Park -- new facilities
8. Normandy Pools and Facility.
9. Miami Beach Club house and Golf course restrooms
10. North Shore Open Space Park (multiple restrooms)
11. Normandy Golf Course
12. SIU = 1st Floor at Old City Hall
13. 1833 Bay Road Building
14. Any additional space made available in the 777 Building. (5th Floor just became vacant)
15. 4th Floor Old City Hall (PD's City Central Division)
16. Womb Building (2nd Street and Washington Avenue— PD)
17. Children's Affairs and Homeless Coordination Offices at the 555 Building (under construction)
18. Byron Carlyle Theater and Office Spaces

APPENDIX "B"		(P) Primary Awardee	(S) Secondary Awardee																
		* AM-KO		BEST CLEANING		CHI-LADA CORP		CSI		RD CLEANING		VISTA							
		PREVIOUS BID WITHOUT LIVING WAGE	BUILD & GLASS MONTHLY FOR BUILD & GLASS CLEAN	TOTAL MONTHLY FOR BUILD & GLASS CLEAN	BUILD & GLASS MONTHLY FOR BUILD & GLASS CLEAN	TOTAL MONTHLY FOR BUILD & GLASS CLEAN	BUILD & GLASS MONTHLY FOR BUILD & GLASS CLEAN	TOTAL MONTHLY FOR BUILD & GLASS CLEAN	BUILD & GLASS MONTHLY FOR BUILD & GLASS CLEAN	TOTAL MONTHLY FOR BUILD & GLASS CLEAN	BUILD & GLASS MONTHLY FOR BUILD & GLASS CLEAN	TOTAL MONTHLY FOR BUILD & GLASS CLEAN	BUILD & GLASS MONTHLY FOR BUILD & GLASS CLEAN	TOTAL MONTHLY FOR BUILD & GLASS CLEAN					
City of Miami Beach Buildings																			
	</																		

* An-Ko declined award for lowest bidded locations unless awarded the entire contract

** Bid Item 24 - No Award due to change of location - Method of award of new location to be determined

APPENDIX "C" GARAGES			P - Primary Awardee		S - Secondary Awardee			
		CURRENT CONTRACT MONTHLY COST	* AM-KO TOTAL MONTHLY COST	BEST MAINTENANCE TOTAL MONTHLY COST	CHLADA TOTAL MONTHLY COST	CSI TOTAL MONTHLY COST	RD CLEAN TOTAL MONTHLY COST	VISTA TOTAL MONTHLY COST
	ITEM A 7 ST	\$4,864.00	\$5,000.00	(P) \$1,625.00	\$4,582.14	\$6,800.00	\$6,370.70(S)	\$2,022.61
	ITEM B 12 ST	\$1,285.00	* \$1,300.00	(S) \$1,625.00	(P) \$1,521.00	\$1,900.00	\$1,820.00	\$1,865.10
	ITEM C 13 ST	\$1,318.00	* \$1,300.00	(S) \$1,625.00	(P) \$1,521.00	\$1,900.00	\$1,820.00	\$1,901.40
	ITEM D 17 ST	\$3,292.00	\$3,400.00	(P) \$1,625.00	\$3,527.50	(S) \$1,900.00	\$4,084.16	\$2,022.61
	ITEM E 42 ST	\$3,292.00	\$4,000.00	(P) \$1,625.00	\$4,582.00	\$1,900.00	(S) \$1,820.00	\$1,901.40
	ANNUAL COST			\$58,500.00	\$36,504.00			
	HOURLY RT BILL RATE	Custodian \$5.15 \$8.70	Custodian \$9.81 \$12.00 Supervisors \$981.00 \$17.00	Custodian \$9.81 \$13.30 Supervisors \$11.00 \$13.70	Custodian \$12.27 \$12.27 Supervisors \$15.00 \$18.00	Custodian \$9.81 \$14.75 Supervisors \$11.00 \$14.75	Custodians \$9.81 \$13.50 Supervisor \$11.00 \$15.00	Custodian \$9.81 \$14.61 Supervisors \$11.50 \$16.61
	HOURLY RT BILL RATE							
	EXTRA SERVICES - PER HOUR RATE							
			min. \$100.00					
	ADD HR CLEANING		\$17.50	\$13.50	\$12.27	\$18.00	\$15.00	\$14.61
	HR USE OF PRESSURE CLEAN EQUIP		\$17.50	\$28.00	\$45.00	\$18.00	\$15.00	\$10.00
	HR PRESSURE CLEAN		\$20.00	\$18.50	\$25.00	\$18.00	\$15.00	\$19.61
Am-Ko declined award for lowest locations unless awarded the entire contract								

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance amending the Classified Salary Ordinance No. 789 for Classified employees, providing for an increase of 3% for all FOP bargaining unit employees and an increase of 3% to the minimum and the maximum of the salary ranges, effective payroll period ending October 5, 2003; effective payroll period ending October 3, 2004; and an increase of 3.5% for all FOP bargaining unit employees and an increase of 3.5% to the minimum and maximum of the salary ranges, effective payroll period ending October 9, 2005.

Issue:

Shall the City amend the Classified Salary Ordinance to allow for implementation of the COLA salary provision of the FOP negotiated bargaining agreement which was approved by the Commission on March 17, 2004?

Item Summary/Recommendation:

The City Commission approved the Ordinance on first reading on April 14, 2004, and set a second reading, public hearing for May 5, 2004. The Administration recommends the City Commission adopt the Ordinance.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:		Year-1 cost	3-Year cost	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> </div> Finance Dept.	1	\$613,905	\$2,006,068	COLA- Police Department	
	2				
	3				
	4				
	Total	\$613,905	\$2,006,068		

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Mayra Diaz Buttacavoli 		

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AGENDA ITEM

RSA

DATE

5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

**SECOND READING
PUBLIC HEARING**

Subject: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE, PROVIDING FOR THOSE CLASSIFICATIONS REPRESENTED BY THE FRATERNAL ORDER OF POLICE (FOP) IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT A 3% INCREASE FOR ALL FOP BARGAINING UNIT EMPLOYEES AND AN INCREASE OF 3% TO THE MINIMUM AND MAXIMUM OF THE SALARY RANGES EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 5, 2003, AND EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 3, 2004; AND A 3.5% INCREASE FOR ALL FOP BARGAINING UNIT EMPLOYEES AND AN INCREASE OF 3.5% TO THE MINIMUM AND MAXIMUM OF THE SALARY RANGES EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 9, 2005; PROVIDING FOR A REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

ADMINISTRATION RECOMMENDATION

The Ordinance was approved on first reading on April 14, 2004. The Commission set a second reading, public hearing for May 5, 2004. The Administration recommends that the Commission adopt the Ordinance on second reading.

ANALYSIS

The City negotiated a contract with the Fraternal Order of Police (FOP) bargaining unit. This amendment will implement the provisions of the contract to provide a 3% cost of living adjustment increase for all bargaining unit employees; and increase the minimum of the salary ranges by 3% and the maximum by 3% for payroll period ending October 5, 2003; a 3% cost of living adjustment increase for all bargaining unit employees; and increase the minimum of the salary ranges by 3% and the maximum by 3% for payroll period ending October 3, 2004; and a 3.5% cost of living adjustment increase for all bargaining unit employees; and increase the minimum of the salary ranges by 3.5% and the maximum by 3.5% for payroll period ending October 9, 2005. These increases will provide additional incentives and competitiveness to attract and retain new and existing employees in these classifications. The anticipated contract cost of the COLA is \$2,006,068.

CONCLUSION

By amending the Classified Salary Ordinance for classified employees covered by the Fraternal Order of Police (FOP) bargaining unit, the City will implement the negotiated bargaining agreement and ensure that the City has an employee classification and compensation system which is fair and externally competitive.

JMG:MDB:GPL:PKR

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ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THOSE CLASSIFICATIONS REPRESENTED BY THE FRATERNAL ORDER OF POLICE (FOP) IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT A 3% INCREASE FOR ALL FOP BARGAINING UNIT EMPLOYEES AND AN INCREASE OF 3% TO THE MINIMUM AND MAXIMUM OF THE SALARY RANGES EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 5, 2003, AND EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 3, 2004; AND A 3.5% INCREASE FOR ALL FOP BARGAINING UNIT EMPLOYEES AND AN INCREASE OF 3.5% TO THE MINIMUM AND MAXIMUM OF THE SALARY RANGES EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 9, 2005; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND CODIFICATION.

BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1: That the following lines in Section 1 of Ordinance No. 789 as heretofore amended, which read as follows:

GROUP II FRATERNAL ORDER OF POLICE

JOB CLASSIFICATION	JOB CLASS NO.	BI-WEEKLY COMPENSATION	
		MINIMUM	MAXIMUM
DETENTION OFFICER	5305	1217.95	1497.98
LIEUTENANT OF POLICE	5009	2541.92	2942.28
POLICE OFFICER	5011	1560.20	2196.00
POLICE OFFICER TRAINEE	8001	1326.17	1482.19
SERGEANT OF POLICE	5010	2304.73	2541.92

shall be amended on **October 5, 2003**, to read as follows:

GROUP II FRATERNAL ORDER OF POLICE

JOB CLASSIFICATION	JOB CLASS NO.	BI-WEEKLY COMPENSATION			
		MINIMUM		MAXIMUM	
DETENTION OFFICER	5305	1217.95	<u>1254.49</u>	1497.98	<u>1542.92</u>
LIEUTENANT OF POLICE	5009	2544.92	<u>2618.18</u>	2942.28	<u>3030.55</u>
POLICE OFFICER	5011	1560.20	<u>1607.00</u>	2196.00	<u>2261.88</u>
POLICE OFFICER TRAINEE	8001	1326.17	<u>1365.95</u>	1482.19	<u>1526.65</u>
SERGEANT OF POLICE	5010	2304.73	<u>2373.88</u>	2544.92	<u>2618.18</u>

shall be amended on **October 3, 2004**, to read as follows:

GROUP II FRATERNAL ORDER OF POLICE

JOB CLASSIFICATION	JOB CLASS NO.	BI-WEEKLY COMPENSATION			
		MINIMUM		MAXIMUM	
DETENTION OFFICER	5305	1254.49	<u>1292.12</u>	1542.92	<u>1589.21</u>
LIEUTENANT OF POLICE	5009	2618.18	<u>2696.73</u>	3030.55	<u>3121.47</u>
POLICE OFFICER	5011	1607.00	<u>1655.21</u>	2261.88	<u>2329.74</u>
POLICE OFFICER TRAINEE	8001	1365.95	<u>1406.93</u>	1526.65	<u>1572.45</u>
SERGEANT OF POLICE	5010	2373.88	<u>2445.09</u>	2618.18	<u>2696.73</u>

shall be amended on **October 9, 2005**, to read as follows:

GROUP II FRATERNAL ORDER OF POLICE

JOB CLASSIFICATION	JOB CLASS NO.	BI-WEEKLY COMPENSATION			
		MINIMUM		MAXIMUM	
DETENTION OFFICER	5305	1292.12	<u>1337.34</u>	1589.21	<u>1644.83</u>
LIEUTENANT OF POLICE	5009	2696.73	<u>2791.11</u>	3121.47	<u>3230.72</u>
POLICE OFFICER	5011	1655.21	<u>1713.15</u>	2329.74	<u>2411.28</u>
POLICE OFFICER TRAINEE	8001	1406.93	<u>1456.18</u>	1572.45	<u>1627.49</u>
SERGEANT OF POLICE	5010	2445.09	<u>2530.67</u>	2618.18	<u>2791.11</u>

SECTION 2: **REPEALER.**

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3: **SEVERABILITY.**

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4: **EFFECTIVE DATES.**

The bi-weekly compensation set forth in Section 1 above shall be effective the payroll period ending October 5, 2003; October 3, 2004; and October 9, 2005, respectively.

SECTION 5: **CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

PASSED and ADOPTED this _____ day of _____, 2004

Mayor


ATTEST:

City Clerk

JMG:MDB:GPL:PKR

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

3/25/04

Date

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS



NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, May 5, 2004**, to consider the following:

at 10:15 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The Fraternal Order Of Police (FOP) In Accordance With The Negotiated Agreement A 3% Increase For All FOP Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All FOP Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:20 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The International Association Of Firefighters (IAFF) In Accordance With The Negotiated Agreement A 3% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:25 a.m.:

An Ordinance Amending Ordinance No. 1605, The Unclassified Employees Salary Ordinance; Providing For A 3% Increase For All Unclassified Employees And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Unclassified Employees And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

at 10:30 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance, For Classifications In Group VI, Being All Other Classifications In The Classified Service Not Covered By A Bargaining Unit; Providing For A 3% Increase For All Employees In Group VI, "Others," And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Employees In Group VI, "Others," And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

Inquiries may be directed to the Human Resources at (305)673-7524.

at 5:15 p.m.:

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, CD-2 Commercial, Medium Intensity District, Section 142-302, "Main Permitted Uses" Division 11, I-1 Light Industrial District, Section 142-485, "Prohibited Uses" And Division 18, "PS Performance Standard District," Section 142-693 "Permitted Uses," By Eliminating Dance Halls And Entertainment Establishments Also Operating As Alcoholic Beverage Establishments And Restaurants With Full Kitchens And Serving Full Meals As Permitted Uses In Certain Areas Of The CD-2 Commercial, Medium Intensity District, The I-1 Light Industrial District, And The PS Performance Standard District; Providing For Repealer, Severability, Codification And An Effective Date.

Inquiries may be directed to the Planning Department at (305)673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance amending the Classified Salary Ordinance No. 789 for Classified employees, providing for an increase of 3% for all IAFF bargaining unit employees and an increase of 3% to the minimum and maximum of the salary ranges, effective payroll period ending October 5, 2003; effective payroll period ending October 3, 2004; and an increase of 3.5% for all IAFF bargaining unit employees and an increase of 3.5% to the minimum and maximum of the salary ranges, effective payroll period ending October 9, 2005.

Issue:

Shall the City amend the Classified Salary Ordinance to allow for the implementation of the COLA salary provision of the IAFF negotiated bargaining agreement which was approved by the Commission on March 17, 2004?

Item Summary/Recommendation:

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading, public hearing for May 5, 2004. By amending the Classified Salary Ordinance, the City will implement the COLA salary provisions of the negotiated bargaining agreement with the IAFF which was approved by the Commission on March 17, 2004.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:		Year-1 cost		Account	Approved
	1	\$399,132	\$1,304,251	COLA – Fire Department	
	2				
	3				
	4				
Finance Dept.	Total	\$399,132	\$1,304,251		

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Mayra Diaz Buttacavoli <i>Mayra Diaz Buttacavoli</i>		<i>Jung</i>

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AGENDA ITEM

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DATE

5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

**SECOND READING
PUBLIC HEARING**

Subject: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE, PROVIDING FOR THOSE CLASSIFICATIONS REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT A 3% INCREASE FOR ALL IAFF BARGAINING UNIT EMPLOYEES AND AN INCREASE OF 3% TO THE MINIMUM AND MAXIMUM OF THE SALARY RANGES EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 5, 2003, AND EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 3, 2004; AND A 3.5% INCREASE FOR ALL IAFF BARGAINING UNIT EMPLOYEES AND AN INCREASE OF 3.5% TO THE MINIMUM AND MAXIMUM OF THE SALARY RANGES EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 9, 2005; PROVIDING FOR A REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

ADMINISTRATION RECOMMENDATION

The Ordinance was approved on first reading on April 14, 2004. The Commission set a second reading, public hearing for May 5, 2004. The Administration recommends that the Commission adopt the Ordinance on second reading.

ANALYSIS

The City negotiated a contract with the International Association of Firefighters (IAFF) bargaining unit. This amendment will implement the provisions of the contract to provide a 3% cost of living adjustment increase for all bargaining unit employees; and increase the minimum of the salary ranges by 3% and the maximum by 3% for the payroll period ending October 5, 2003; a 3% cost of living adjustment increase for all bargaining unit employees; and increase the minimum of the salary ranges by 3% and the maximum by 3% for the payroll period ending October 3, 2004; and a 3.5% cost of living adjustment increase for all bargaining unit employees; and increase the minimum of the salary ranges by 3.5% and the maximum by 3.5% for the payroll period ending October 9, 2005. These increases will provide additional incentives and competitiveness to attract and retain new and existing employees in these classifications. Based on current active employees, the estimated cost for the wage increase is approximately \$1,304,251.

CONCLUSION

By amending the Classified Salary Ordinance for classified employees covered by the International Association of Firefighters (IAFF) bargaining unit, the City will implement the negotiated bargaining agreement and ensure that the City has an employee classification and compensation system which is fair and externally competitive.


JMG:MDB:GPL:PKR

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ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THOSE CLASSIFICATIONS REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT A 3% INCREASE FOR ALL IAFF BARGAINING UNIT EMPLOYEES AND AN INCREASE OF 3% TO THE MINIMUM AND MAXIMUM OF THE SALARY RANGES EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 5, 2003, AND EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 3, 2004; AND A 3.5% INCREASE FOR ALL IAFF BARGAINING UNIT EMPLOYEES AND AN INCREASE OF 3.5% TO THE MINIMUM AND MAXIMUM OF THE SALARY RANGES EFFECTIVE THE PAYROLL PERIOD ENDING OCTOBER 9, 2005; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND CODIFICATION.

BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1: That the following lines in Section 1 of Ordinance No. 789 as heretofore amended, which read as follows:

GROUP III INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

JOB CLASSIFICATION	JOB CLASS NO.	BI-WEEKLY COMPENSATION	
		MINIMUM	MAXIMUM
FIRE CAPTAIN	5105	2810.99	3252.48
FIRE LIEUTENANT	5107	2444.35	2828.30
FIREFIGHTER I	5110	1326.17	2196.00
FIREFIGHTER II	5109	2125.55	2459.44

shall be amended on **October 5, 2003**, to read as follows:

GROUP III INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

JOB CLASSIFICATION	JOB CLASS NO.	BI-WEEKLY COMPENSATION			
		MINIMUM		MAXIMUM	
FIRE CAPTAIN	5105	2810.99	<u>2895.32</u>	3252.48	<u>3350.05</u>
FIRE LIEUTENANT	5107	2444.35	<u>2517.68</u>	2828.30	<u>2913.15</u>
FIREFIGHTER I	5110	1326.17	<u>1365.93</u>	2196.00	<u>2261.88</u>
FIREFIGHTER II	5109	2125.55	<u>2189.32</u>	2459.44	<u>2533.22</u>

shall be amended on **October 3, 2004**, to read as follows:

GROUP III INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

JOB CLASSIFICATION	JOB CLASS NO.	BI-WEEKLY COMPENSATION			
		MINIMUM		MAXIMUM	
FIRE CAPTAIN	5105	2895.32	<u>2982.19</u>	3350.05	<u>3450.56</u>
FIRE LIEUTENANT	5107	2517.68	<u>2593.21</u>	2913.15	<u>3000.54</u>
FIREFIGHTER I	5110	1365.93	<u>1406.94</u>	2261.88	<u>2329.74</u>
FIREFIGHTER II	5109	2189.32	<u>2255.00</u>	2533.22	<u>2609.21</u>

shall be amended on **October 9, 2005**, to read as follows:

GROUP III INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

JOB CLASSIFICATION	JOB CLASS NO.	BI-WEEKLY COMPENSATION			
		MINIMUM		MAXIMUM	
FIRE CAPTAIN	5105	2982.19	<u>3086.57</u>	3450.56	<u>3571.33</u>
FIRE LIEUTENANT	5107	2593.21	<u>2683.97</u>	3000.54	<u>3105.56</u>
FIREFIGHTER I	5110	1406.94	<u>1456.15</u>	2329.74	<u>2411.28</u>
FIREFIGHTER II	5109	2255.00	<u>2333.92</u>	2609.21	<u>2700.53</u>

SECTION 2: REPEALER.

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3: SEVERABILITY.

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4: EFFECTIVE DATES.

The bi-weekly compensation set forth in Section 1 above shall be effective the payroll period ending October 5, 2003; October 3, 2004; October 9, 2005, respectively.

SECTION 5: **CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

PASSED and ADOPTED this _____ day of _____, 2004.

Mayor

ATTEST:

City Clerk

JMG:MDB:GPL:PKR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

3/25/04

Date

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CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS



NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, May 5, 2004**, to consider the following:

at 10:15 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The Fraternal Order Of Police (FOP) In Accordance With The Negotiated Agreement A 3% Increase For All FOP Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All FOP Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:20 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The International Association Of Firefighters (IAFF) In Accordance With The Negotiated Agreement A 3% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:25 a.m.:

An Ordinance Amending Ordinance No. 1605, The Unclassified Employees Salary Ordinance; Providing For A 3% Increase For All Unclassified Employees And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Unclassified Employees And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

at 10:30 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance, For Classifications In Group VI, Being All Other Classifications In The Classified Service Not Covered By A Bargaining Unit; Providing For A 3% Increase For All Employees In Group VI, "Others," And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Employees In Group VI, "Others," And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

Inquiries may be directed to the Human Resources at (305)673-7524.

at 5:15 p.m.:

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, CD-2 Commercial, Medium Intensity District, Section 142-302, "Main Permitted Uses," Division 11, I-1 Light Industrial District, Section 142-485, "Prohibited Uses" And Division 18, "PS Performance Standard District," Section 142-693 "Permitted Uses," By Eliminating Dance Halls And Entertainment Establishments Also Operating As Alcoholic Beverage Establishments And Restaurants With Full Kitchens And Serving Full Meals As Permitted Uses In Certain Areas Of The CD-2 Commercial, Medium Intensity District, The I-1 Light Industrial District, And The PS Performance Standard District; Providing For Repealer, Severability, Codification And An Effective Date.

Inquiries may be directed to the Planning Department at (305)673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Ad #255-

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance amending Ordinance No. 1605, the Unclassified Salary Ordinance, for Unclassified Employees; providing for a 3% salary increase and a 3% increase to the minimum and the maximum of the salary ranges effective May 3, 2004, and effective the first payroll period beginning on or after May 1, 2005; a 3.5% increase for all employees and a 3.5% increase to the minimum and maximum of the salary ranges effective the first payroll period beginning on or after May 1, 2006; and providing for a repealer, severability, effective date, and codification.

Issue:

Shall the City provide a classification and compensation system that is fair and externally competitive by amending the Unclassified Salary Ordinance to allow for COLA increases for Unclassified employees consistent with those negotiated for the classified employees covered by bargaining agreements?

Item Summary/Recommendation:

The Commission approved the Ordinance on first reading on April 14, 2004, and set a second reading, public hearing for May 5, 2004. The Administration recommends that the City Commission adopt the Ordinance.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

	1-Year Cost	3-Year Cost	Account	Approved
1	\$745,205	\$2,435,120	Budgeted in the various Departments	
2				
3				
4				
Total	\$745,205	\$2,435,120		

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Mayra Diaz Buttacayoli <i>Mayra Diaz Buttacayoli</i>		<i>Jim</i>

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AGENDA ITEM

RSC

DATE

5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

**SECOND READING
PUBLIC HEARING**

Subject: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 1605, THE UNCLASSIFIED EMPLOYEES SALARY ORDINANCE; PROVIDING FOR A 3% INCREASE FOR ALL UNCLASSIFIED EMPLOYEES AND A 3% INCREASE TO THE MINIMUM AND THE MAXIMUM OF THE SALARY RANGES EFFECTIVE MAY 3, 2004, AND EFFECTIVE THE FIRST PAYROLL PERIOD BEGINNING ON OR AFTER MAY 1, 2005; A 3.5% INCREASE FOR ALL UNCLASSIFIED EMPLOYEES AND A 3.5% INCREASE TO THE MINIMUM AND THE MAXIMUM OF THE SALARY RANGES EFFECTIVE THE FIRST PAYROLL PERIOD BEGINNING ON OR AFTER MAY 1, 2006; AND PROVIDING FOR A REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

ADMINISTRATION RECOMMENDATION

The Ordinance was approved on first reading on April 14, 2004. The Commission set a second reading, public hearing for May 5, 2004. The Administration recommends that the City Commission adopt the Ordinance on second reading.

ANALYSIS

This amendment, representing a Cost-of-Living Allowance (COLA), will increase the salary of each employee and the minimum and the maximum of the salary ranges by 3% for all Unclassified employees effective May 3, 2004, and the first payroll period beginning on or after May 1, 2005, and increase the salary of each employee and the minimum and the maximum of the salary ranges by 3.5% the first payroll period beginning on or after May 1, 2006. In previous years, the City has provided COLA increases for Unclassified employees consistent with those negotiated for the classified employees covered by bargaining agreements. The anticipated cost of the COLA for the three-year period is \$2,435,120.

CONCLUSION

By amending the Unclassified Salary Ordinance for Unclassified employees, the City will ensure that there is a classification and compensation system which is fair and externally competitive.

JMG:MDB:GPL:NJ
NJB

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 1605, THE UNCLASSIFIED EMPLOYEES SALARY ORDINANCE; PROVIDING FOR A 3% INCREASE FOR ALL UNCLASSIFIED EMPLOYEES AND A 3% INCREASE TO THE MINIMUM AND THE MAXIMUM OF THE SALARY RANGES EFFECTIVE MAY 3, 2004, AND EFFECTIVE THE FIRST PAYROLL PERIOD BEGINNING ON OR AFTER MAY 1, 2005; A 3.5% INCREASE FOR ALL UNCLASSIFIED EMPLOYEES AND A 3.5% INCREASE TO THE MINIMUM AND THE MAXIMUM OF THE SALARY RANGES EFFECTIVE THE FIRST PAYROLL PERIOD BEGINNING ON OR AFTER MAY 1, 2006; AND PROVIDING FOR A REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1: That the following lines of the Unclassified Salary Ordinance No.1605 as heretofore amended shall be amended effective May 3, 2004 to read as follows:

PAY GRADES AND SALARIES

A. Salary Grades and Ranges

GRADE		MINIMUM		MAXIMUM
26	Determined by City Commission		Determined by City Commission	
25	\$117,457	<u>\$120,980</u>	\$189,604	<u>\$195,289</u>
24	\$108,035	<u>\$111,276</u>	\$174,488	<u>\$179,723</u>
23	\$99,424	<u>\$102,407</u>	\$160,579	<u>\$165,397</u>
22	\$91,500	<u>\$94,245</u>	\$147,781	<u>\$152,214</u>
21	\$84,206	<u>\$86,733</u>	\$136,002	<u>\$140,082</u>
20	\$77,495	<u>\$79,820</u>	\$125,161	<u>\$128,916</u>
19	\$71,318	<u>\$73,458</u>	\$115,183	<u>\$118,639</u>

18	\$65,633	<u>\$67,602</u>	\$106,004	<u>\$109,185</u>
17	\$60,401	<u>\$62,213</u>	\$97,555	<u>\$100,481</u>
16	\$55,357	<u>\$57,018</u>	\$89,778	<u>\$92,472</u>
15	\$51,153	<u>\$52,687</u>	\$82,621	<u>\$85,100</u>
14	\$47,079	<u>\$48,491</u>	\$76,036	<u>\$78,317</u>
13	\$43,327	<u>\$44,626</u>	\$69,976	<u>\$72,076</u>
12	\$39,873	<u>\$41,069</u>	\$64,397	<u>\$66,329</u>
11	\$36,694	<u>\$37,795</u>	\$59,264	<u>\$61,042</u>
10	\$33,769	<u>\$34,783</u>	\$54,540	<u>\$56,176</u>
9	\$31,078	<u>\$32,010</u>	\$50,195	<u>\$51,700</u>
8	\$28,601	<u>\$29,459</u>	\$46,193	<u>\$47,579</u>
7	\$26,321	<u>\$27,110</u>	\$42,511	<u>\$43,786</u>
6	\$24,223	<u>\$24,950</u>	\$39,123	<u>\$40,296</u>
5	\$22,293	<u>\$22,961</u>	\$36,003	<u>\$37,083</u>
4	\$20,516	<u>\$21,131</u>	\$33,135	<u>\$34,129</u>
3	\$18,880	<u>\$19,446</u>	\$30,494	<u>\$31,409</u>
2	\$17,376	<u>\$17,897</u>	\$28,063	<u>\$28,905</u>
1	\$15,991	<u>\$16,470</u>	\$25,826	<u>\$26,600</u>

shall be amended the first payroll period beginning on or after May 1, 2005, to read as follows:

26	Determined by City Commission	Determined by City Commission		
25	\$120,980	<u>\$124,610</u>	\$195,289	<u>\$201,147</u>
24	\$111,276	<u>\$114,614</u>	\$179,723	<u>\$185,114</u>
23	\$102,407	<u>\$105,479</u>	\$165,397	<u>\$170,359</u>
22	\$94,245	<u>\$97,072</u>	\$152,214	<u>\$156,780</u>
21	\$86,733	<u>\$89,335</u>	\$140,082	<u>\$144,285</u>
20	\$79,820	<u>\$82,214</u>	\$128,916	<u>\$132,783</u>
19	\$73,458	<u>\$75,661</u>	\$118,639	<u>\$122,198</u>
18	\$67,602	<u>\$69,630</u>	\$109,185	<u>\$112,460</u>
17	\$62,213	<u>\$64,079</u>	\$100,481	<u>\$103,496</u>
16	\$57,018	<u>\$58,729</u>	\$92,472	<u>\$95,246</u>
15	\$52,687	<u>\$54,268</u>	\$85,100	<u>\$87,653</u>
14	\$48,491	<u>\$49,946</u>	\$78,317	<u>\$80,667</u>
13	\$44,626	<u>\$45,965</u>	\$72,076	<u>\$74,238</u>
12	\$41,069	<u>\$42,301</u>	\$66,329	<u>\$68,319</u>
11	\$37,795	<u>\$38,929</u>	\$61,042	<u>\$62,874</u>
10	\$34,783	<u>\$35,826</u>	\$56,176	<u>\$57,861</u>
9	\$32,010	<u>\$32,971</u>	\$51,700	<u>\$53,251</u>

8	\$29,459	<u>\$30,343</u>	\$47,579	<u>\$49,007</u>
7	\$27,110	<u>\$27,924</u>	\$43,786	<u>\$45,100</u>
6	\$24,950	<u>\$25,699</u>	\$40,296	<u>\$41,505</u>
5	\$22,961	<u>\$23,650</u>	\$37,083	<u>\$38,196</u>
4	\$21,131	<u>\$21,765</u>	\$34,129	<u>\$35,153</u>
3	\$19,446	<u>\$20,030</u>	\$31,409	<u>\$32,351</u>
2	\$17,897	<u>\$18,434</u>	\$28,905	<u>\$29,772</u>
1	\$16,470	<u>\$16,965</u>	\$26,600	<u>\$27,398</u>

shall be amended the first payroll period beginning on or after May 1, 2006, to read as follows:

26	Determined by City Commission	Determined by City Commission		
25	\$124,610	<u>\$128,971</u>	\$201,147	<u>\$208,187</u>
24	\$114,614	<u>\$118,625</u>	\$185,114	<u>\$191,593</u>
23	\$105,479	<u>\$109,171</u>	\$170,359	<u>\$176,321</u>
22	\$97,072	<u>\$100,470</u>	\$156,780	<u>\$162,268</u>
21	\$89,335	<u>\$92,461</u>	\$144,285	<u>\$149,335</u>
20	\$82,214	<u>\$85,092</u>	\$132,783	<u>\$137,431</u>
19	\$75,661	<u>\$78,309</u>	\$122,198	<u>\$126,475</u>
18	\$69,630	<u>\$72,067</u>	\$112,460	<u>\$116,396</u>
17	\$64,079	<u>\$66,322</u>	\$103,496	<u>\$107,118</u>
16	\$58,729	<u>\$60,784</u>	\$95,246	<u>\$98,579</u>
15	\$54,268	<u>\$56,167</u>	\$87,653	<u>\$90,720</u>
14	\$49,946	<u>\$51,694</u>	\$80,667	<u>\$83,490</u>
13	\$45,965	<u>\$47,574</u>	\$74,238	<u>\$76,836</u>
12	\$42,301	<u>\$43,781</u>	\$68,319	<u>\$70,710</u>
11	\$38,929	<u>\$40,291</u>	\$62,874	<u>\$65,074</u>
10	\$35,826	<u>\$37,080</u>	\$57,861	<u>\$59,887</u>
9	\$32,971	<u>\$34,125</u>	\$53,251	<u>\$55,115</u>
8	\$30,343	<u>\$31,405</u>	\$49,007	<u>\$50,722</u>
7	\$27,924	<u>\$28,901</u>	\$45,100	<u>\$46,678</u>
6	\$25,699	<u>\$26,598</u>	\$41,505	<u>\$42,958</u>
5	\$23,650	<u>\$24,478</u>	\$38,196	<u>\$39,533</u>
4	\$21,765	<u>\$22,527</u>	\$35,153	<u>\$36,383</u>
3	\$20,030	<u>\$20,731</u>	\$32,351	<u>\$33,483</u>
2	\$18,434	<u>\$19,079</u>	\$29,772	<u>\$30,814</u>
1	\$16,965	<u>\$17,558</u>	\$27,398	<u>\$28,357</u>

SECTION 2: **REPEALER.**

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3: **SEVERABILITY.**

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4: **EFFECTIVE DATES.**

This Ordinance Amendment shall become effective May 3, 2004, and the first payroll periods beginning on or after May 1, 2005, and May 1, 2006, respectively.

SECTION 5: **CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

PASSED and ADOPTED this ____ day of _____, 2004.

MAYOR

ATTEST:

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

CITY CLERK

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W. J. Sullivan 4-8-04
City Attorney Date

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS



NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, May 5, 2004**, to consider the following:

at 10:15 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The Fraternal Order Of Police (FOP) In Accordance With The Negotiated Agreement A 3% Increase For All FOP Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All FOP Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:20 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The International Association Of Firefighters (IAFF) In Accordance With The Negotiated Agreement A 3% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:25 a.m.:

An Ordinance Amending Ordinance No. 1605, The Unclassified Employees Salary Ordinance; Providing For A 3% Increase For All Unclassified Employees And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Unclassified Employees And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

at 10:30 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance, For Classifications In Group VI, Being All Other Classifications In The Classified Service Not Covered By A Bargaining Unit; Providing For A 3% Increase For All Employees In Group VI, "Others," And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Employees In Group VI, "Others," And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

Inquiries may be directed to the Human Resources at (305)673-7524.

at 5:15 p.m.:

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, CD-2 Commercial, Medium Intensity District, Section 142-302, "Main Permitted Uses," Division 11, I-1 Light Industrial District, Section 142-485, "Prohibited Uses" And Division 18, "PS Performance Standard District," Section 142-693 "Permitted Uses," By Eliminating Dance Halls And Entertainment Establishments Also Operating As Alcoholic Beverage Establishments And Restaurants With Full Kitchens And Serving Full Meals As Permitted Uses In Certain Areas Of The CD-2 Commercial, Medium Intensity District, The I-1 Light Industrial District, And The PS Performance Standard District; Providing For Repealer, Severability, Codification And An Effective Date.

Inquiries may be directed to the Planning Department at (305)673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Ad #255-...

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance amending Ordinance No. 789, the Classified Employees Salary Ordinance, for classifications in Group VI, being all other classifications in the classified service not covered by a bargaining unit; providing for a 3% salary increase and a 3% increase to the minimum and the maximum of the salary ranges effective May 3, 2004, and effective the first payroll period beginning on or after May 1, 2005; a 3.5% increase for all employees and a 3.5% increase to the minimum and the maximum of the salary ranges effective the first payroll period beginning on or after May 1, 2006; and providing for a repealer, severability, effective date, and codification.

Issue:

Shall the City provide a classification and compensation system that is fair and externally competitive by amending the Classified Salary Ordinance to allow for COLA increases for non-union employees consistent with those negotiated for the classified employees covered by bargaining agreements?

Item Summary/Recommendation:

The City Commission approved the Ordinance on first reading on April 14, 2004, and set a second reading, public hearing for May 5, 2004. The Administration recommends that the City Commission adopt the Ordinance.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

	1-Year Cost	3-Year Cost	Account	Approved
1	\$74,976	\$245,001	Budgeted in the various Departments	
2				
3				
4				
Total	\$74,976	\$245,001		

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Mayra Diaz Buttacavoli <i>Mayra Diaz Buttacavoli</i>		<i>Jose</i>

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AGENDA ITEM

RSD

DATE

5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

**SECOND READING
PUBLIC HEARING**

Subject: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE, FOR CLASSIFICATIONS IN GROUP VI, BEING ALL OTHER CLASSIFICATIONS IN THE CLASSIFIED SERVICE NOT COVERED BY A BARGAINING UNIT; PROVIDING FOR A 3% INCREASE FOR ALL EMPLOYEES IN GROUP VI, "OTHERS", AND A 3% INCREASE TO THE MINIMUM AND THE MAXIMUM OF THE SALARY RANGES EFFECTIVE MAY 3, 2004, AND EFFECTIVE THE FIRST PAYROLL PERIOD BEGINNING ON OR AFTER MAY 1, 2005; A 3.5% INCREASE FOR ALL EMPLOYEES IN GROUP VI, "OTHERS", AND A 3.5% INCREASE TO THE MINIMUM AND THE MAXIMUM OF THE SALARY RANGES EFFECTIVE THE FIRST PAYROLL PERIOD BEGINNING ON OR AFTER MAY 1, 2006; AND PROVIDING FOR A REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

ADMINISTRATION RECOMMENDATION

The Ordinance was approved on first reading on April 14, 2004. The Commission set a second reading, public hearing for May 5, 2004. The Administration recommends that the Commission adopt the Ordinance on second reading.

ANALYSIS

This amendment, representing a Cost-of-Living Allowance (COLA), will increase the salary of each employee and the minimum and the maximum of the salary ranges by 3% for all "Others" employees (classified employees not covered by a bargaining unit) effective May 3, 2004, and the first payroll period beginning on or after May 1, 2005, and increase the salary of each employee and the minimum and the maximum of the salary ranges by 3.5% the first payroll period beginning on or after May 1, 2006. In previous years, the City has provided COLA increases for non-union employees consistent with those negotiated for the classified employees covered by bargaining agreements. The anticipated cost of the COLA for the three-year period is \$245,001.

CONCLUSION

By amending the Classified Salary Ordinance for Group VI, "Others", classified employees not covered by a bargaining unit, the City will ensure that there is a classification and compensation system which is fair and externally competitive.

JMG:MDB:GPL:PKR

MDB

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE, FOR CLASSIFICATIONS IN GROUP VI, BEING ALL OTHER CLASSIFICATIONS IN THE CLASSIFIED SERVICE NOT COVERED BY A BARGAINING UNIT; PROVIDING FOR A 3% INCREASE FOR ALL EMPLOYEES IN GROUP VI, "OTHERS", AND A 3% INCREASE TO THE MINIMUM AND THE MAXIMUM OF THE SALARY RANGES EFFECTIVE MAY 3, 2004, AND EFFECTIVE THE FIRST PAYROLL PERIOD BEGINNING ON OR AFTER MAY 1, 2005; A 3.5% INCREASE FOR ALL EMPLOYEES IN GROUP VI, "OTHERS", AND A 3.5% INCREASE TO THE MINIMUM AND THE MAXIMUM OF THE SALARY RANGES EFFECTIVE THE FIRST PAYROLL PERIOD BEGINNING ON OR AFTER MAY 1, 2006; AND PROVIDING FOR A REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1: That the following lines of the Classified Salary Ordinance No. 789 as heretofore amended shall be amended effective May 3, 2004, to read as follows:

PAY GRADES AND SALARIES

A. Salary Grades and Ranges

Grade	Minimum		Maximum	
14	\$47,079	<u>\$48,491</u>	\$76,036	<u>\$78,317</u>
13	\$43,327	<u>\$44,626</u>	\$69,976	<u>\$72,076</u>
12	\$39,873	<u>\$41,069</u>	\$64,397	<u>\$66,329</u>
11	\$36,694	<u>\$37,795</u>	\$59,264	<u>\$61,042</u>
10	\$33,769	<u>\$34,783</u>	\$54,540	<u>\$56,176</u>
9	\$31,078	<u>\$32,010</u>	\$50,195	<u>\$51,700</u>
8	\$28,604	<u>\$29,459</u>	\$46,193	<u>\$47,579</u>
7	\$26,324	<u>\$27,110</u>	\$42,511	<u>\$43,786</u>
6	\$24,223	<u>\$24,950</u>	\$39,123	<u>\$40,296</u>
5	\$22,293	<u>\$22,961</u>	\$36,003	<u>\$37,083</u>
4	\$20,516	<u>\$21,131</u>	\$33,135	<u>\$34,129</u>
3	\$18,880	<u>\$19,446</u>	\$30,494	<u>\$31,409</u>
2	\$17,376	<u>\$17,897</u>	\$28,063	<u>\$28,905</u>

shall be amended the first payroll period beginning on or after May 1, 2005, to read as follows:

14	\$48,491	<u>\$49,946</u>	\$78,317	<u>\$80,667</u>
13	\$44,626	<u>\$45,965</u>	\$72,076	<u>\$74,238</u>
12	\$41,069	<u>\$42,301</u>	\$66,329	<u>\$68,319</u>
11	\$37,795	<u>\$38,929</u>	\$61,042	<u>\$62,874</u>
10	\$34,783	<u>\$35,826</u>	\$56,176	<u>\$57,861</u>
9	\$32,010	<u>\$32,971</u>	\$51,700	<u>\$53,251</u>
8	\$29,459	<u>\$30,343</u>	\$47,579	<u>\$49,007</u>
7	\$27,110	<u>\$27,924</u>	\$43,786	<u>\$45,100</u>
6	\$24,950	<u>\$25,699</u>	\$40,296	<u>\$41,505</u>
5	\$22,964	<u>\$23,650</u>	\$37,083	<u>\$38,196</u>
4	\$21,131	<u>\$21,765</u>	\$34,129	<u>\$35,153</u>
3	\$19,446	<u>\$20,030</u>	\$31,409	<u>\$32,351</u>
2	\$17,897	<u>\$18,434</u>	\$28,905	<u>\$29,772</u>

shall be amended the first payroll period beginning on or after May 1, 2006, to read as follows:

14	\$49,946	<u>\$51,694</u>	\$80,667	<u>\$83,490</u>
13	\$45,965	<u>\$47,574</u>	\$74,238	<u>\$76,836</u>
12	\$42,301	<u>\$43,781</u>	\$68,319	<u>\$70,710</u>
11	\$38,929	<u>\$40,291</u>	\$62,874	<u>\$65,074</u>
10	\$35,826	<u>\$37,080</u>	\$57,864	<u>\$59,887</u>
9	\$32,971	<u>\$34,125</u>	\$53,251	<u>\$55,115</u>
8	\$30,343	<u>\$31,405</u>	\$49,007	<u>\$50,722</u>
7	\$27,924	<u>\$28,901</u>	\$45,100	<u>\$46,678</u>
6	\$25,699	<u>\$26,598</u>	\$41,505	<u>\$42,958</u>
5	\$23,650	<u>\$24,478</u>	\$38,196	<u>\$39,533</u>
4	\$21,765	<u>\$22,527</u>	\$35,153	<u>\$36,383</u>
3	\$20,030	<u>\$20,731</u>	\$32,351	<u>\$33,483</u>
2	\$18,434	<u>\$19,079</u>	\$29,772	<u>\$30,814</u>

SECTION 2: REPEALER.

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3: SEVERABILITY.

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4: EFFECTIVE DATES.

This Ordinance Amendment shall become effective May 3, 2004, and the first payroll periods beginning on or after May 1, 2005, and May 1, 2006, respectively.

SECTION 5: CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

PASSED and ADOPTED this _____ day of _____, 2004


MAYOR

ATTEST:


CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

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City Attorney

 4-8-04
Date

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS



NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, May 5, 2004**, to consider the following:

at 10:15 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The Fraternal Order Of Police (FOP) In Accordance With The Negotiated Agreement A 3% Increase For All FOP Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All FOP Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:20 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The International Association Of Firefighters (IAFF) In Accordance With The Negotiated Agreement A 3% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:25 a.m.:

An Ordinance Amending Ordinance No. 1605, The Unclassified Employees Salary Ordinance; Providing For A 3% Increase For All Unclassified Employees And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Unclassified Employees And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

at 10:30 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance, For Classifications In Group VI, Being All Other Classifications In The Classified Service Not Covered By A Bargaining Unit; Providing For A 3% Increase For All Employees In Group VI, "Others," And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Employees In Group VI, "Others," And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

Inquiries may be directed to the Human Resources at (305)673-7524.

at 5:15 p.m.:

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, CD-2 Commercial, Medium Intensity District, Section 142-302, "Main Permitted Uses," Division 11, I-1 Light Industrial District, Section 142-485, "Prohibited Uses" And Division 18, "PS Performance Standard District," Section 142-693 "Permitted Uses," By Eliminating Dance Halls And Entertainment Establishments Also Operating As Alcoholic Beverage Establishments And Restaurants With Full Kitchens And Serving Full Meals As Permitted Uses In Certain Areas Of The CD-2 Commercial, Medium Intensity District, The I-1 Light Industrial District, And The PS Performance Standard District; Providing For Repealer, Severability, Codification And An Effective Date.

Inquiries may be directed to the Planning Department at (305)673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Ad #255-

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance of the Mayor and City Commission of the City Of Miami Beach, Florida, amending the Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations", Division 5, CD-2 Commercial, Medium Intensity District, Section 142-302, "Main Permitted Uses"; Division 11, I-1 Light Industrial District, Section 142-485, "Prohibited Uses"; and Division 18, "PS Performance Standard District," Section 142-693 "Permitted Uses", by eliminating the exception for dance halls and entertainment establishments that also operate as alcoholic beverage establishments and restaurants with full kitchens as permitted uses in certain areas of the CD-2 Commercial, Medium Intensity District, the I-1 Light Industrial District, and the PS Performance Standard District.

Issue:

Currently the Land Development Regulations of the Miami Beach City Code prohibit "stand-alone" nightclubs in a few selected areas of the City where other commercial establishments would normally be permitted. This regulation had been in place for several years, in the case of the Redevelopment Area south of Fifth Street and the I-1 Light Industrial district in the Sunset Harbour and the CD-2 overlay area that surrounds this district. The Land Development Regulations also contain an exception to this prohibition for establishments that are licensed as restaurants with a full kitchen serving full meals.

Under current regulations the existing establishments with restaurant and entertainment/dancing licenses would be allowed to continue in operation, or be "grandfathered-in" according to the nonconforming provisions of the City Code. The proposed ordinance limits new applications for dance hall and/or entertainment licenses from being approved in the specified areas. The Administration believes that at the very least, the proposed ordinance must be acted upon in order to limit the impact of the restaurant exclusion, as the potential for all existing restaurants to add the entertainment component to the license is great.

Item Summary/Recommendation:

The proposed ordinance will eliminate the exception in those districts that do not permit dance halls. Existing establishments that currently have restaurants licenses with the dance/entertainment component will become legal nonconforming uses and may continue to operate in such fashion.

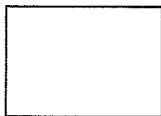
The Administration recommends that the City Commission adopt the ordinance.

Advisory Board Recommendation:

At the February 24, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission approve the proposed ordinance. The vote was 5-0 (two members absent)

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			



Finance Dept.

City Clerk's Office Legislative Tracking:

Mercy Lamazares / Jorge G. Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

RSE

DATE

5-504

CITY OF MIAMI BEACH

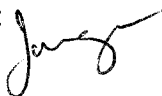
CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager 

Second Reading Public Hearing

Subject: Eliminating dance halls & entertainment establishments in certain districts

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS", DIVISION 5, CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT, SECTION 142-302, "MAIN PERMITTED USES"; DIVISION 11, I-1 LIGHT INDUSTRIAL DISTRICT, SECTION 142-485, "PROHIBITED USES"; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," SECTION 142-693 "PERMITTED USES", BY ELIMINATING DANCE HALLS AND ENTERTAINMENT ESTABLISHMENTS ALSO OPERATING AS ALCOHOLIC BEVERAGE ESTABLISHMENTS AND RESTAURANTS WITH FULL KITCHENS AND SERVING FULL MEALS AS PERMITTED USES IN CERTAIN AREAS OF THE CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT, THE I-1 LIGHT INDUSTRIAL DISTRICT, AND THE PS PERFORMANCE STANDARD DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the Commission adopt the ordinance.

BACKGROUND AND ANALYSIS

Currently the Land Development Regulations of the Miami Beach City Code prohibit "stand-alone" nightclubs in a few selected areas of the City where other commercial establishments would normally be permitted. In the case of the Redevelopment Area(RDA) south of Fifth Street, this regulation was adopted in 1994, when "nightclubs" were added to the list of prohibited uses in CPS districts. This regulation was enacted to protect the adjacent residential neighborhoods from the negative impacts such as unwanted noise, excessive traffic, difficulty finding parking, and issues associated with security, that could normally be associated with nightclub uses.

However, the Land Development Regulations contain an exception to this prohibition for establishments which are licensed as restaurants, which also contain nightclub

(dance hall and/or entertainment) uses. These establishments are permitted south of Fifth Street, as long as they also have a restaurant license and have a full kitchen serving full meals.

In the recent past, citizens who live in the areas in which stand-alone nightclubs are prohibited have complained that establishments which have restaurant licenses but also change into nightclub type operations later in the evening have just as much of a negative impact on the lives of nearby residents as do the stand-alone type of clubs. Responding to such concerns, the Planning Board, at its meeting of October 28, 2003, requested an amendment to the Land Development Regulations, addressing nightclubs which operate within restaurants in areas where stand-alone nightclubs would not otherwise be permitted.

Under current regulations the existing establishments that have restaurant and entertainment/dancing licenses would be allowed to continue operating as previously permitted under the City Code, subject to the provisions of Chapter 118, Article III, "Amendment Procedures," concerning non-conforming uses, and other applicable law. These non-conforming establishments include the likes of Monty's and Penrod's, as well as Opium. The proposed ordinance would only limit new applications for dance hall and/or entertainment licenses from being approved in the specified areas.

The attached map and list show that there are 34 restaurants and bars in the South Pointe area, south of 5th Street, of which 7 currently have the dance/entertainment module included, resulting in 27 establishments that potentially could obtain the dance/entertainment component added to their license should this proposed ordinance not be approved. The Sunset Harbor area (CD-2 and I-1 districts), is also affected by the proposed ordinance, although not to the same degree as the area south of 5th Street. As can be seen in the attached map of this area, there are 4 licensed establishments, of which 2 have the dance/entertainment module.

The Administration believes that at the very least, the proposed ordinance must be acted upon in order to limit the impact of the restaurant exclusion, as the potential for all existing restaurants to add the entertainment component to the license is great as explained in the paragraph above. Indeed, as of the writing of this report, three license applications to add entertainment modules to existing alcoholic beverage establishments have been received and turned down because of this proposed ordinance has created a zoning-in-progress.

The City Commission stated that the grandfathered status of existing establishments is a concern, and that there may be other means by which the impact could be diminished, such as limiting the hours of operation, amortizing uses, etc. To this end, these issues have been referred to the Planning Board for its consideration and recommendation.

PLANNING BOARD ACTION

At the February 24, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission approve the proposed ordinance.

CITY COMMISSION ACTION

At the April 14, 2004 meeting, the Commission adopted the proposed ordinance on first reading public hearing. At that meeting the Commission also referred 4 items to the Planning Board for review and recommendation; these are:

- Hours of operation for restaurants, bars and clubs.
- Creating a cabaret district.
- Definition of "accessory use" as opposed to "main permitted use."
- Look at the businesses that would become legal non-conforming after the adoption of the proposed ordinance, and how they would be affected by the change of hours.

Commissioner Steinberg asked that the ordinance be reviewed so that legitimate businesses could operate with some form of entertainment, but at the same time making sure that the illegitimate ones causing the problems are stopped.

The Administration will analyze these issues and bring appropriate recommendation to the Planning Board for their consideration.

The Administration and the Legal Department discussed options for different modifications to the ordinance between first and second reading. The conclusion was that the entertainment provided in existing restaurants that have the proper license can continue, and that the current proposal will control future venues in these areas. The issue of entertainment is one that must be reviewed under a separate amendment with perhaps a more clear definition of the term "entertainment."

As a note of information, the term "entertainment" is currently defined in Section 142-1361 of the Code as follows:

Entertainment means any live show or live performance or music amplified or nonamplified. Exceptions: Indoor movie theater; big screen television **and/or background music, amplified or nonamplified, played at a volume that does not interfere with normal conversation. (Emphasis added)**

FISCAL IMPACT

As proposed, the ordinance will allow those businesses with a Dance License module to continue to operate as legal-non-conforming uses. Therefore one can argue that there should be minimal, if any, adverse fiscal impact to the current condition. However, closing the loophole will prevent further proliferation of establishments with

Dance Licenses, and this could affect future growth of resort tax collection in said areas. It can also be expected that if establishments such as these were to proliferate, there would be a corresponding increase in the levels of service the City would be required to provide which, of course, would mean increased expenditures by the City.

Of greater fiscal concern are the impacts which could arise from the decisions reached in considering the items referred to the Planning Board.

CONCLUSION

Pursuant to Section 118-164(2), in all cases in which the proposed amendment changes the actual list of permitted, conditional or prohibited uses within a zoning category, two advertised public hearings on the proposed ordinance are required, with at least one hearing held after 5:00 p.m. on a weekday.

The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing. Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths of all members of the City Commission.

JMG/CMC/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS", DIVISION 5, CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT, SECTION 142-302, "MAIN PERMITTED USES"; DIVISION 11, I-1 LIGHT INDUSTRIAL DISTRICT, SECTION 142-485, "PROHIBITED USES"; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," SECTION 142-693 "PERMITTED USES", BY ELIMINATING DANCE HALLS AND ENTERTAINMENT ESTABLISHMENTS ALSO OPERATING AS ALCOHOLIC BEVERAGE ESTABLISHMENTS AND RESTAURANTS WITH FULL KITCHENS AND SERVING FULL MEALS AS PERMITTED USES IN CERTAIN AREAS OF THE CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT, THE I-1 LIGHT INDUSTRIAL DISTRICT, AND THE PS PERFORMANCE STANDARD DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach Land Development Regulations contain regulations limiting dance halls and entertainment establishments from certain specified areas; and

WHEREAS, that prohibition on dance halls and entertainment establishments in those specified areas is based upon the impacts that said establishments have upon the surrounding, primarily residential, neighborhoods; and

WHEREAS, the Planning Board has found that restaurants located within those specified areas where the regulations prohibit stand-alone dance halls and/or entertainment establishments tend to have similar negative impacts on the surrounding residential neighborhoods; and

WHEREAS, the Planning Board, at its meeting of October 28, 2003, requested that a proposed amendment to the Land Development Regulations be initiated, addressing dance halls and/or entertainment establishments that operate within restaurants in areas where stand-alone dance halls and/or entertainment establishments would not otherwise be permitted; and

WHEREAS, this proposed amendment accomplishes the above purpose by prohibiting dance halls and entertainment establishments in such areas, by deleting the exclusion for those establishments also operating as full restaurants serving full meals;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 5, "CD-2 Commercial, Medium Intensity District," Section 142-302, "Main Permitted Uses", of the Land Development Regulations, is hereby amended to read as follows:

DIVISION 5. CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT

* * *

Sec. 142-302. Main permitted uses.

The main permitted uses in the CD-2 commercial, medium intensity district are commercial uses; apartments; apartment/hotels; hotels; and uses that serve alcoholic beverages as listed in article V, division 4 of this chapter (alcoholic beverages). Bars, dance halls, or entertainment establishments (as defined in section 114-1 of this Code) ~~not also operating as restaurants with full kitchens and serving full meals and licensed as alcoholic beverage establishment~~ are prohibited on properties generally bounded by Purdy Avenue on the west, 20th Street on the north, Alton Road on the east and Dade Boulevard on the south.

* * *

SECTION 2. That, Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 11, "I-1 Light Industrial District," Section 142-485, "Prohibited Uses", of the Land Development Regulations, is hereby amended to read as follows:

DIVISION 11. I-1 LIGHT INDUSTRIAL DISTRICT

* * *

Sec. 142-485. Prohibited uses.

The prohibited uses in the I-1 light industrial district are accessory outdoor bar counters, bars, dance halls, or entertainment establishments (as defined in section 114-1 of this Code) ~~not also operating as restaurants with full kitchens and serving full meals and licensed as alcoholic beverage establishment.~~

* * *

SECTION 3. That, Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Section 142-693, "Permitted Uses", of the Land Development Regulations, is hereby amended to read as follows:

DIVISION 18. PS PERFORMANCE STANDARD DISTRICT

* * *

Sec. 142-693. Permitted uses.

* * *

- (c) For purposes of this section, pawnshops and dance halls and entertainment establishments ~~not also operating as alcoholic beverage establishments and restaurants with full kitchens and serving full meals~~ are not permitted as a main permitted or accessory use in the redevelopment area south of Fifth Street;

however, in the C-PS3 and C-PS4 districts dance halls and entertainment establishments shall be permitted as an accessory use within a hotel of 250 rooms or more with access to the dance hall or entertainment establishment only from the interior lobby and not from the street.

* * *

SECTION 4. REPEALER

All ordinances or parts of ordinances *in* conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. CODIFICATION

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 7. EFFECTIVE DATE

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2004.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM
& LANGUAGE & FOR EXECUTION

M. W. Dull 3-31-04
City Attorney JA Date

First Reading:
Second Reading:

Verified by: _____
Jorge G. Gomez, AICP
Planning Director

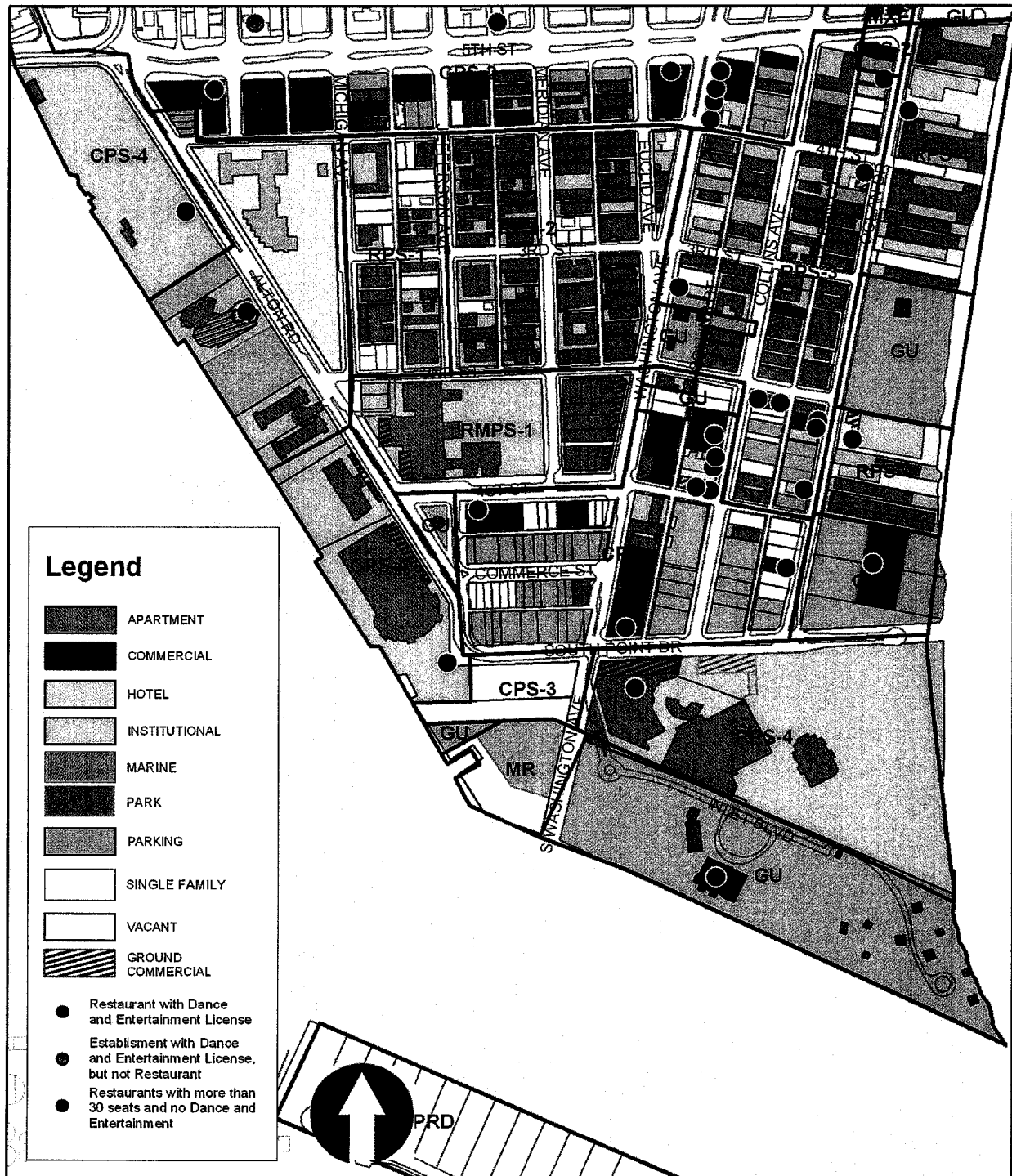
Underscore denotes new language
~~Strikethrough~~ denotes deleted language

F:\PLAN\SPLB\draft ordinances\2004\1651 - ord nightclubs also operating as restaurants.doc

LAND USE SURVEY

South Point

Prepared March 25 2004, by the City of Miami Beach Planning Department



Restaurants and Bars in South Point Area

03/31/2004

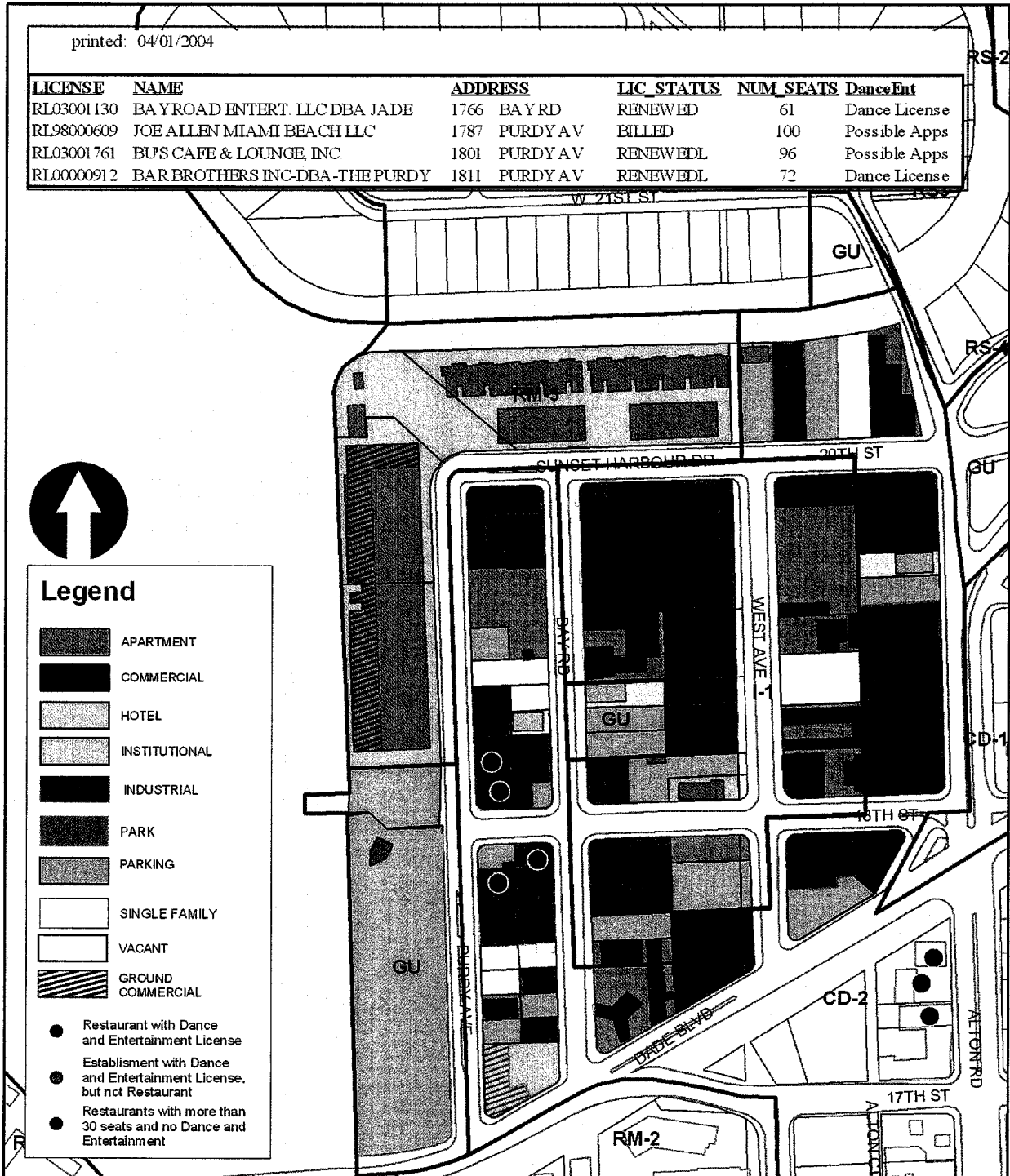
LICENSE #	NAME	ADDRESS	LIC_STATUS	# of seats	DanceEnt
RL03002074	KOMAR INVESTMENTS INC	161 OCEAN DR	NEW	28	
RL95202943	BEACH MARKET	247 COLLINS AV	RENEWEDL	0	
RL00000905	NEAM'S GOURMENT.	300 ALTON RD	RENEWEDL	1	
RL03001640	d/b/a SUNSHINE & AJ FOOD WITH	747 4TH ST	RENEWED	9	
RL88120595	PENROD'S BEACH CLUB	1 OCEAN DR	RENEWED	300	Dance License
RL01000625	136 Collins Av LC-dba-Opium Ga	136 COLLINS AV	RENEWED	225	Dance License
RL03001232	PURE LOUNGE HOLDINGS LLC	150 OCEAN DR	RENEWED	60	Dance License
RL95213664	MONTY'S ON THE BEACH, LTD.	300 ALTON RD	RENEWEDL	700	Dance License
RL03001562	TAVERNA OPA OF SOUTH BEACH	36 OCEAN DR	RENEWEDL	199	Dance License
RL03001213	CLUB IBIZA INC DBA HARRISON'S	411 WASHINGTON AV	RENEWED	100	Dance License
RL00000422	L'ENTRECOTE DE PARIS	419 WASHINGTON AV	BILLED	49	Dance License
RL98000377	SMITH & WOLLENSKY	1 WASHINGTON AV	RENEWED	600	Possible Apps
RL95202596	NEMO	100 COLLINS AV	RENEWEDL	145	Possible Apps
RL01001078	SHOJI SUSHI	100 COLLINS AV	RENEWEDL	72	Possible Apps
RL03001173	THE ROOM, INC.	100 COLLINS AV	RENEWEDL	30	Possible Apps
RL02002438	LA PIAGGIA INC DBA LA PIAGGA B	1000 SOUTH POINTE	RENEWEDL	114	Possible Apps
RL96222191	GALBEN GROUP, INC. D/B/A BURGE	1100 5TH ST	RENEWEDL	70	Possible Apps
RL04002493	PRIME 112 , LLC	112 OCEAN DR	NEW	80	Possible Apps
RL98000961	SO FI HIDEAWAY	124 2ND ST	RENEWED	30	Possible Apps
RL03000872	LA FACTORIA, LLC	124 COLLINS AV	RENEWEDL	90	Possible Apps
RL03001060	d/b/a PURE LOUNGE/ JOIA RESTA	150 OCEAN DR	RENEWED	60	Possible Apps
RL96226730	BIG PINK	157 COLLINS AV	RENEWEDL	225	Possible Apps
RL01000072	MIAMI BEACH MARRIOTT @ SOUTH	161 OCEAN DR	RENEWEDL	160	Possible Apps
RL84001376	JOE'S STONE CRABS INC	227 BISCAYNE ST	RENEWEDL	512	Possible Apps
RL98000595	ODYSSEY	235 WASHINGTON AV	RENEWEDL	60	Possible Apps
RL99000874	GREEN COMET D/B/A THE WAVE	350 OCEAN DR	RENEWEDL	32	Possible Apps
RL04002103	M.G. GRANDE CORP	400 ALTON RD	APP-PEND	48	Possible Apps
RL95209553	CHINA GRILL SOBE INC.	404 WASHINGTON AV	RENEWEDL	486	Possible Apps
RL03001265	LA LOCANDA	413 WASHINGTON AV	RENEWEDL	30	Possible Apps
RL02002023	ARDEN SAVOY PARTNERS, LLC	425 OCEAN DR	RENEWED	200	Possible Apps
RL98000733	C6-431 PARTNERS, INC. DBA TUSC	433 WASHINGTON AV	RENEWEDL	123	Possible Apps
RL02001158	OCEAN FIVE BISTRO, LLC	444 OCEAN DR	RENEWEDL	70	Possible Apps
RL03001421	FLUTE CHAMPAGNE LOUNGE	500 SOUTH POINTE	RENEWED	60	Possible Apps
RL02001369	d/b/a OASIS	840 1ST ST	RENEWED	60	Possible Apps

May 5, 2004

LAND USE SURVEY

Industrial District

Prepared March 25 2004, by the City of Miami Beach Planning Department



CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS



NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, May 5, 2004**, to consider the following:

at 10:15 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The Fraternal Order Of Police (FOP) In Accordance With The Negotiated Agreement A 3% Increase For All FOP Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All FOP Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:20 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For Those Classifications Represented By The International Association Of Firefighters (IAFF) In Accordance With The Negotiated Agreement A 3% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 5, 2003, And Effective The Payroll Period Ending October 3, 2004; And A 3.5% Increase For All IAFF Bargaining Unit Employees And An Increase Of 3.5% To The Minimum And Maximum Of The Salary Ranges Effective The Payroll Period Ending October 9, 2005; Repealing All Ordinances In Conflict; Providing For Severability; And Providing For An Effective Date, And Codification.

at 10:25 a.m.:

An Ordinance Amending Ordinance No. 1605, The Unclassified Employees Salary Ordinance; Providing For A 3% Increase For All Unclassified Employees And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Unclassified Employees And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

at 10:30 a.m.:

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance, For Classifications In Group VI, Being All Other Classifications In The Classified Service Not Covered By A Bargaining Unit; Providing For A 3% Increase For All Employees In Group VI, "Others," And A 3% Increase To The Minimum And The Maximum Of The Salary Ranges Effective May 3, 2004, And Effective The First Payroll Period Beginning On Or After May 1, 2005; A 3.5% Increase For All Employees In Group VI, "Others," And A 3.5% Increase To The Minimum And The Maximum Of The Salary Ranges Effective The First Payroll Period Beginning On Or After May 1, 2006; And Providing For A Repealer, Severability, Effective Date, And Codification.

Inquiries may be directed to the Human Resources at (305)673-7524.

at 5:15 p.m.:

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 5, CD-2 Commercial, Medium Intensity District, Section 142-302, "Main Permitted Uses" Division 11, I-1 Light Industrial District, Section 142-485, "Prohibited Uses" And Division 18, "PS Performance Standard District," Section 142-693 "Permitted Uses," By Eliminating Dance Halls And Entertainment Establishments Also Operating As Alcoholic Beverage Establishments And Restaurants With Full Kitchens And Serving Full Meals As Permitted Uses In Certain Areas Of The CD-2 Commercial, Medium Intensity District, The I-1 Light Industrial District, And The PS Performance Standard District; Providing For Repealer, Severability, Codification And An Effective Date.

Inquiries may be directed to the Planning Department at (305)673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Ad #255-

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

To amend the Art in Public Places Ordinance to clarify the definition of terms for eligible construction projects for funding and appropriations, permitted use of fund monies, and procedures for selection of works of art.

Issue:

Should City Commission amend the Art in Public Places Ordinance to clarify the definition of terms for eligible projects for funding as well as the policy and procedures for appropriations, transfers and expenditures.

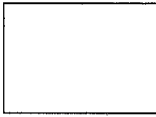
Item Summary/Recommendation:

Approve as recommended by the Community Affairs Committee on April 29, 2004 to facilitate a process for the funding and management of a viable public art program.

Advisory Board Recommendation:

Approved by the Art in Public Places Committee on September 16, 2003 and April 20, 2004, and the Community Affairs Committee on April 29, 2004.

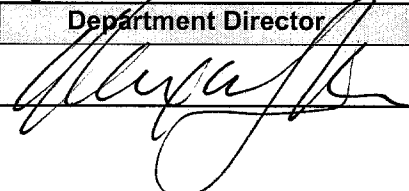

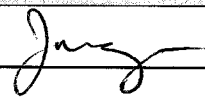
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Max A. Sklar

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM RSF
DATE 5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY'S ART IN PUBLIC PLACES LEGISLATION, AS CODIFIED IN CHAPTER 82, ARTICLE VII, DIVISIONS 1 THROUGH 4, SECTIONS 82-501 THROUGH 82-612, OF THE CODE OF THE CITY MIAMI BEACH, FLORIDA; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Approve the recommendation.

BACKGROUND

The Community Affairs Committee met on three occasions since the fall of 2002, to discuss the Art in Public Places (AiPP) Ordinance and Masterplan. The Administration was asked to calculate the financial impact if the definition of "public facilities" was expanded to include facilities such as landscaping in parks, pool structures and golf courses. Similarly, the Administration was asked to provide a balance of the AiPP fund, expenses and projections to date. The reconciliation report and master plan were reviewed by the Art in Public Places Committee on September 16, 2003, by the Community Affairs Committee on December 16, 2003, and are presented in a related item in this Commission Agenda for your review and approval.

Generally, amendments to the AiPP Ordinance include the following:

- Expanding required appropriations to the AIPP fund to include city construction projects where the City is a party to a development agreement and/or a ground lease;
- Revise and clarify the respective definitions of "hard costs" and "city construction project" for purposes of applying required AIPP financial contributions;
- Exemptions of certain types of city construction projects from the AIPP Ordinance;
- Clarifying the powers and duties of the AIPP Committee, and making the Committee structure uniform with the City's agencies, boards, and committees legislation; and
- Providing that the acquisition, removal, and/or relocation of works of art be in accordance with the criteria set forth with the Art in Public Places Master Plan, as shall be adopted by resolution of the City Commission.

The new definition for City construction project includes any construction contract which the City is a party for the new construction of, renovations requiring compliance with the Florida Building Code fifty percent (50%) rule, or addition to any city-owned property. This also includes construction projects that are developed by persons or entities other than the city, but which include the participation of the city as a party to a development agreement or ground lease. The previous definition included any capital project for new city owned building construction or for additions to existing city owned building, paid for wholly or in part by the city. The intent is to prospectively apply this ordinance to all capital projects that meet this new definition.

Construction costs are defined as “hard costs” which consist of the cost of all labor and include the cost of equipment and materials to be used in a City construction project. Land acquisition costs, architect and engineering fees, other professional consultant fees, work, environmental remediation costs, and costs associated with subsequent changes in construction contracts are no longer included. Adjustments will be made to the original appropriation only for construction costs associated with city requested change orders in excess of \$500,000.

In an effort to strengthen the Art in Public Places program and secure sufficient funding for a long-term Art in Public Places program, the Committee recommends expanding the definition of “public facilities” to include more projects to be eligible under the AiPP Ordinance. Examples of new projects that would fall under the revised definition, but are not currently considered under the existing definition are parks, pools, and recreational trails.

In lieu of clarification of eligibility per project, the Legal Department has recommended that the following City construction projects not be subject to the provisions of the Ordinance:

- a. Water and sewer related facilities, including but not limited to pump stations, water mains, water lines, sewer lines, treatment facilities.
- b. Storm drainage infrastructure.
- c. Road construction or bridges.
- d. Streetscape beautification projects, which include but are not limited to one or all of the following elements: resurfacing, new curbs, gutters, pavers, sidewalks, landscaping, lighting, bus shelters, bus benches, street furniture and signage.
- e. City construction projects undertaken to replace, reconstruct, or repair an existing public building or facility damaged or destroyed by a sudden unexpected turn of events, such as an act of God, riot, fire, flood, accident, or other urgent circumstance.
- f. The construction, remodeling, repair or improvement to a public electric or gas utility system.
- g. When the City construction project is undertaken as repair or maintenance of an existing public facility and does not trigger the Florida Building Code fifty percent (50%) rule.

Amendments to the Ordinance also clarify the powers and duties of the AiPP Committee and make the Committee structure uniform with the City’s agencies, boards and committee legislation. Under the proposed Ordinance the City Commission may also, by resolution,

waive the required appropriation, reduce the appropriation amount, or determine a more appropriate site for works art, finding that such waiver is in the best interest of the City.

Finally, this proposed Ordinance provides for construction management to be handled by the City Manager's designee, which would likely be the CIP or Public Works departments. Appropriations for AiPP funds will continue to be awarded at the time of construction contract award for all applicable capital projects throughout the City.

In light of the emerging global image of Miami Beach as a tourism and cultural destination, and taking into consideration the overall cut backs in funding of the arts statewide, the Community Affairs Committee reviewed and approved the proposed Ordinance amendments which will serve to support the enhancement of the image of Miami Beach as a world class tourist destination that supports the arts.

On April 29, 2004, the proposed ordinance amendment will be reviewed at the Neighborhood/Community Affairs Committee and will report results verbally at the Commission meeting.

FISCAL IMPACT

The majority of amendments proposed seek to codify current practices, clarify definition and roles, and determine eligible construction projects. The 5 year incremental fiscal impact of the changes appear to be negligible at this time, since few new projects are currently in the City's Capital Improvements Projects that would otherwise not have made a contribution to the AiPP fund. Once new projects, such as City Hall Expansion Garage are better defined, then AiPP allocations will be determined accordingly.

CONCLUSION

The Administration recommends the Mayor and Commission amend the Ordinance to reflect the changes as described in the attachment.

JMG/CMC/MAS

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY'S ART IN PUBLIC PLACES LEGISLATION, AS CODIFIED IN CHAPTER 82, ARTICLE VII, DIVISIONS 1 THROUGH 4, SECTIONS 82-501 THROUGH 82-612, OF THE CODE OF THE CITY MIAMI BEACH, FLORIDA; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, following numerous discussions at the Community Affairs Committee, the Administration, in concert with the City's Art in Public Places Committee, has undertaken a comprehensive review of the City's Art in Public Places legislation, as codified in Chapter 82, Article VII, Divisions 1 through 4, Sections 82-501 through 82-612, of the Code of the City of Miami Beach, Florida (the AIPP Ordinance); and

WHEREAS, in the course of its review of the AIPP Ordinance, the Administration and the AIPP Committee have identified numerous proposed amendments, as set forth herein, which, in pertinent part, include the following:

- Expanding required appropriations to the AIPP Fund to include city construction projects where the City is a party to a development agreement and/or a ground lease; Revise and clarify the respective definitions of "hard costs" and "City construction project" for purposes of applying required AIPP financial contributions;
- Exemptions of certain types of City construction projects from the AIPP Ordinance;
- Clarifying the powers and duties of the AIPP Committee, and making the Committee structure uniform with the City's agencies, boards, and committees legislation;
- Providing that the acquisition, removal, and/or relocation of works of art be in accordance with the criteria set forth in the Art in Public Places Master Plan, as shall be adopted by resolution of the City Commission; and

WHEREAS, accordingly, the Administration and the Art in Public Places Committee would recommend approval of the foregoing amendments, as set forth herein, to the City's Art in Public Places Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1.

That Chapter 82, Article VII, Divisions 1 through 4, Sections 82-501 through 82-612, of this Code of the City of Miami Beach, Florida, is hereby amended as follows:

DIVISION 1. GENERALLY

Sec. 82-536. Intent of article.

It is the intent of this article to enhance the aesthetic environment of the city by including works of art on public property within the city and in city construction projects. The Bass Museum of Art shall be exempt from the provisions of this article.

(Ord. No. 95-2985, § 2(4A-1), 4-5-95)

Sec. 82-537. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Art in public places means works of art of exceptional quality executed on an appropriate scale and for general public access in public places, other than museums, which enrich and give diversion to the public environment.

Art in public places committee means the advisory committee appointed by the city commission to carry out the duties and functions set forth in this article.

City construction project means any construction contract to which the city is a party for the new construction of; renovations requiring compliance with Chapter 34 Section 3401.8 of the Florida Building Code fifty percent (50%) rule or, renovation having a value equal to or greater than \$500,000, or addition to any city-owned building, facility, or other city-owned property. The definition of city construction project shall also be deemed to include construction projects that are developed by persons or entities other than the city, but which require the participation of the city as a party to a development agreement or ground lease.

Construction cost means “hard costs” associated with construction of a city construction project, including architectural and engineering fees, and site work and contingency allowances. Land acquisition costs, architect and engineering fees, environmental remediation costs, and costs associated with subsequent changes in construction contracts, except as provided in the proceeding sentence, are not included. An adjustment will be made to an the original allocation art in public places appropriation only for construction costs associated with city requested change orders in excess of \$500,000.

~~Construction project, city-owned construction project means any capital project for new city-owned building construction or for additions to existing city-owned building, paid for wholly or in part by the city.~~

Professional advisory committee means a group of arts professionals selected by the arts in public places committee and confirmed by the city commission to recommend works of art or artists for one or more acquisitions. The committees ~~shall~~ may also contain up to two members of the design review board or historic preservation board, to be determined and selected by such boards, depending upon the location of the project for which the art is intended, and which board would have jurisdiction over the project.

Works of art means the application of skill and taste to production of tangible objects according to aesthetic principles, including but not limited to, paintings, sculptures, engravings, carvings, frescos,

mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs and drawings, or combinations thereof, and artist-designed public facilities, buildings, and/or public spaces and functional elements, either as integral parts of a larger project or as a separate entity.

The provisions of this article shall not apply to the new construction of, renovations, or additions to the following city construction projects:

- a. Water and sewer related facilities, such as pump stations, water mains, water lines, sewer lines, treatment facilities, etc.
- b. Storm drainage infrastructure.
- c. Road construction or bridges.
- d. Streetscape beautification projects, which include but are not limited to, one or all of the following elements: resurfacing, new curbs, gutters, pavers, sidewalks, landscaping, lighting, bus shelters, bus benches, street furniture and signage.
- e. City construction projects undertaken to replace, reconstruct, or repair an existing public building or facility damaged or destroyed by a sudden unexpected turn of events, such as an act of God, riot, fire, flood, accident, or other urgent circumstance.
- f. The construction, remodeling, repair or improvement to a public electric or gas utility system.
- g. Where the city construction project is undertaken as a repair or maintenance of an existing public facility.

(Ord. No. 95-2985, § 2(4A-2), 4-5-95; Ord. No. 2001-3333, § 1, 11-28-01)

Cross references: Definitions generally, § 1-2.

Secs. 82-538--82-560. Reserved.

DIVISION 2. ART IN PUBLIC PLACES COMMITTEE*

*Cross references: Boards, committees, commissions, § 2-61 et seq.

Sec. 82-561. Established.

(a) An art in public places committee is hereby established to carry out the functions powers and duties set forth in section 82-562. The committee shall be composed of seven members appointed by a majority vote of the entire city commission. The members shall possess a high degree of competence in the evaluation of art history, architectural history, art, architecture, sculpture, painting, artistic structural design and other appropriate media for display or integration of art in public places.

(b) The term of office for committee members shall be two years. Vacancies occurring before the expiration of a term shall be filled by the Mayor for the remainder of that term. ~~Members shall also be subject to automatic removal for excessive absence as provided by Resolution No. 92-20514.~~

(c) ~~The committee shall follow the procedures set forth in Resolution No. 92-20514 for conduct of committee meetings, election of officers and periodic reporting to the city commission.~~

(Ord. No. 95-2985, § 2(4A-6), 4-5-95; Ord. No. 96-3032, § 1(4A-6), 1-24-96)

Sec. 82-562. Powers and duties.

The art in public places committee shall have the following powers and duties:

- (1) To recommend to the city commission whether a particular proposed city construction project is an appropriate site for works of art and whether all or a part of the appropriation required by section 82-587 should be ~~waived~~ utilized at the site or, reduced or waived in its entirety or, placed, whether in its entirety or a portion thereof, in the art in public places fund for other acceptable uses.
- (2) ~~To screen submissions and~~ To select ~~recommend to the city commission the selection of~~ existing works of art or to determine whether to ~~commission~~ recommend the selection of new works of art, ~~and screen submissions therefore,~~ for the fulfillment of the requirements of this article. ~~for art in public places within the city.~~
- (3) To conduct contests and competitions in order to select works of art to be recommended for a particular site.
- (4) To recommend a professional advisory committee to advise the committee and city commission regarding selection of particular works of art for a ~~project or site~~ city construction project.
- (5) ~~To be responsible for managing the reproduction rights to each acquisition subject to policies established by the city commission.~~
- (65) ~~To recommend and oversee the maintenance and insurance necessary to preserve and protect acquisitions.~~ To recommend to the city commission the maintenance and insurance necessary to preserve and protect works of art.
- (76) To make a recommendation to the city commission regarding proposed projects that include works of art and to participate in the planning of such projects.
- (87) To recommend legislation concerning public works of art in the city.
- (98) To make recommendations to the city commission regarding the placement of proposed donations of works of art for placement on public property in the city. ~~or located on public facilities within the city.~~
- (109) To perform all other duties and functions as requested by the city commission.

(Ord. No. 95-2985, § 2(4A-7), 4-5-95; Ord. No. 99-3162, § 1, 1-6-99)

Sec. 82-563. Legal counsel.

The city attorney's office shall provide legal services to the art in public places committee as may be necessary or as requested by the art in public places committee.

(Ord. No. 95-2985, § 2(4A-8), 4-5-95)

Sec. 82-564. Committee solely liable for obligations.

Unless and until the city commission approves by passage of an appropriate resolution or ordinance

the acquisition of a work of art for this program, the cost of such acquisition and all costs associated with such acquisition shall not be an obligation, liability or debt of any kind or nature of the city. Exclusive of the costs approved by the city commission as set forth in this article for the acquisition of a work of art, no obligation, liability or debt of any kind or nature whatsoever incurred or asserted against the art in public places committee shall in any manner whatsoever be an obligation or liability of the city.

(Ord. No. 95-2985, § 2(4A-9), 4-5-95)

Secs. 82-565--82-585. Reserved.

DIVISION 3. FUND

Sec. 82-586. Art in public places fund established.

The city art in public places fund shall be established, to consist of the following:

- (1) Moneys appropriated to the fund by the city commission in accordance with section 82-587.
- (2) Moneys donated to the fund by private individuals and organizations.
- (3) Moneys received by the city from award of grants for the acquisition or maintenance of works of art on public property or at public facilities in the city. Grant monies received by or on behalf of the Bass Museum of Art shall be exempt from placement in the art in public places fund.

(Ord. No. 95-2985, § 2(4A-3), 4-5-95)

Sec. 82-587. Appropriations by the city to the fund.

(a) All appropriations of city funding for ~~construction of city-owned~~ construction projects, including construction of new buildings and/or public facilities or additions to existing structures, shall include an appropriation of funds to the art in public places fund. ~~For new construction~~ The amount appropriated to the art in public places fund shall not be less than 1 1/2 percent (1 ½ %) of the construction cost of the proposed city construction project. The appropriation to the fund shall be made at the same time as of the award of funding for the construction project of the construction contract for said city construction project. For city requested change orders in excess of \$500,000, at the time of appropriation of monies for the subject change order, the applicable art in public places funding allocation shall be transferred to the art in public places fund.

(b) For city construction projects that also involve participation are developed by persons and entities other than the city, but that are developed pursuant to a development agreement entered into with the city, or which involve the participation of the city as a ground lessor, the required appropriation shall be made at the same time as the appropriation of funding for the construction project and be based upon the construction cost, regardless of whether the construction cost is funded by the city or the person or entity other than the city. This subsection shall not apply to projects by not-for-profit persons or entities recognized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose total construction budgets are less than \$8,000,000.00.

(c) ~~If the city commission determines that a particular project is not an appropriate site for works of art, it may waive the required appropriation by resolution, or alternatively, may elect to waive the appropriation, or a portion thereof, and place the funding in the fund. In making this determination, the city commission shall consider the recommendation of the art in public places committee.~~

In considering the required appropriation for a particular City construction project, the City Commission may, by resolution:

1. waive the required appropriation, finding such waiver to be in the best interest of the City;
2. reduce the required appropriation amount; or
3. find that the particular city construction project is not an appropriate site for works of art, and place all or a portion of the required appropriation in the art in public places fund for use at another site.

~~(d) — When a city construction project site has been determined not to be an appropriate site for works of art, appropriations made in connection with that particular city construction project need not be used for works of art to be located on the site of that particular project, except when restricted by the legal parameters of the funding source, including but not limited to, all funding sources stemming from redevelopment area and bond or other public funding sources. A portion of the appropriation for a particular construction site city construction project may be utilized for works of art for that site, with the remainder of the appropriation then being placed in the art in public places fund for use at another site, or the entire appropriation may be placed in the fund.~~

(d) The City Commission shall also consider whether the funding source for a particular City construction project is restricted by public bond covenants; federal, state or local laws; and/or legal parameters which would require that the appropriation be utilized on the particular City construction project site.

~~(e) — Selection of alternative sites, allotment of appropriation for acquisition of works of art for particular sites, and selection of works of art, shall be determined recommended by the committee and approved by the city commission.~~

(e) Prior to making a final determination as to the required appropriation for a City construction project, the City Commission shall consider the recommendation of the art in public places committee.

(Ord. No. 95-2985, § 2(4A-4), 4-5-95; Ord. No. 2001-3309, § 1, 6-6-01)

Sec. 82-588. Permitted use of fund ~~moneys~~monies.

~~Moneys~~Monies placed in the art in public places fund shall only be used for the following purposes:

(1) Acquisition of works of art to be located on city construction projects or on public property in the city or located on ~~in public buildings or in~~ public facilities within the city in accordance with the procedures in sections 82-611 and 82-612. Property selected as a site for the location of works of art pursuant to this article may include both new construction sites and sites of existing buildings on public property or on ~~in~~ public facilities, or public parks.

(2) Insurance and/or maintenance of existing works of art acquired by the city under this article

in accordance with a yearly budget for such insurance and/or maintenance to be approved by the city commission. The city manager and art in public places committee may provide the city commission with a yearly recommendation regarding this budget. The amount budgeted for maintenance, insurance, and preservation of works of art acquired by the city pursuant to this article as part of the total appropriations for art in public places shall not be more than twenty-five percent (25%) of monies placed in the art in public places fund.

(3) Expenses relating to the following:

- a. Research and evaluation by the committee pertaining to proposed works of art, including opinions when necessary from outside experts and/or professional advisory committees;
- b. Expenses related to art contests sponsored by the committee in connection with acquisitions of works of art, including related printing and distribution expenses;
- c. Administrative expenses relating to the operations of the committee, including but not limited to salaries, supplies and equipment for the keeping of minutes and printing and distribution of board agendas and correspondence;
- d. Selected artist travel expenses, at the rates used citywide and approved in advance by the city manager.

All such expenses shall be approved as part of the yearly budget for the fund by the city commission after considering the recommended budget submitted by the city manager and the committee.

(Ord. No. 95-2985, § 2(4A-5), 4-5-95)

Secs. 82-589--82-610. Reserved.

DIVISION 4. PROCEDURES

Sec. 82-611. Procedures for site selection.

(a) The art in public places committee shall evaluate each proposed city construction project to determine its suitability as a ~~location~~site for works of art. In making its determination, the following factors will be considered:

- (1) Appropriateness of the ~~building~~city construction project as a ~~location~~site for works of art.
- (2) Physical layout of the ~~building on the site~~city construction project.
- (3) ~~Exposure~~Visibility and accessibility to the public.

(b) Additionally, the committee shall establish a list of existing city-owned sites it considers appropriate sites for works of art. The criteria in subsection (a) of this section shall be used in evaluating potential sites.

(c) The acquisition, removal, and/or relocation of works of art, shall be in accordance with the criteria set forth in this section and the art in public places master plan, as approved by resolution of the city commission.

(Ord. No. 95-2985, § 2(4A-10), 4-5-95)

Sec. 82-612. Selection of artists and works of art.

(a) When the art in public places committee recommends a particular city construction project or existing site as being appropriate for art in public places, the committee shall also recommend to the city commission one of the following means of obtaining the works of art:

(1) Open entry competition. Through appropriate advertisement all artists are invited to enter into competition for a commission to create a work of art for the site. The amount to be paid for the works of art shall be determined by the city commission after considering the committee's recommendation. Artists may be asked to submit slides of their past work, resumes, letters of intent related to the specific project or specific proposals for the project under review.

(2) Limited entry competition. A limited number of artists are invited to compete as set forth in subsection (a)(1) of this section.

(3) Direct selection of the artist. An artist or several artists may be selected to develop a proposal for the project or produce the desired works of art.

(4) Direct purchase of existing works of art. A completed work of art is purchased. No more than ten percent of the costs of the work of art may go to a dealer or agent.

(b) In the case of a limited competition or a direct selection, an artist may be asked to develop a proposal for a specific project. If asked to develop a proposal, an artist may be paid a proposal fee on the basis of an approved fee schedule. This schedule shall be determined by the committee after consultation with and approval by the city manager and shall consist of a sliding schedule based upon the total project commission. However, in general no more than five percent of the total art in public places allocation for a project should be paid in proposal fees to artists.

(c) The committee may recommend the appointment of a professional advisory committee to assist with selection of works of art or artists for a particular project. Selection of a professional advisory committee shall be by the art in public places committee and confirmed by the city commission. Reasonable expenses incurred by the professional advisory committee may be reimbursed from the fund in accordance with rates approved in advance by the art in public places committee and the city manager. ~~If the art in public places committee chooses not to use a professional advisory committee to assist in selection process, the committee may instead use the designated members of the design review or historic preservation boards to assist in the selection process.~~

(d) The art in public places committee shall consider the recommendations of the professional advisory committee in selecting works of art for particular sites city construction projects or existing sites.

(e) Construction of selected works of art - where the selected work of art requires construction management, construction shall be managed by the city manager's designee.

(e) (f) Selection of artists, sculptors, craftsmen, and professional advisory committee's review of designs and choice and acceptance of works of art shall be by the art in public places committee and must have approval of the city commission. All agreements made pursuant to this article shall be authorized by the city commission.

~~(f)-(g)~~ In selecting/approving works of art, the art in public places committee and/or professional advisory committee and city commission shall consider the following criteria:

- (1) Appropriateness to the city construction project or existing sitesite.
- (2) Maintenance requirements.
- (3) Quality of the work.
- (4) Likelihood that the artist can complete the work within available funding.
- (5) Reflection of enduring artistic concepts, rather than transitory ones.
- (6) History of the artist in terms of completion of works on time.

(g) (h) In obtaining the advice of the design review board, or historic preservation board, whichever has jurisdiction over the matter based on the location of the proposed project, according to such board's normal application and review procedures, the staff of the art in public places committee shall present the proposal to such boards twice; first, conceptually and prior to the selection of an artist or work, and second, prior to submittal of a final recommendation by the art in public places committee to the city commission. At the time of the board's first review, the boards may impose binding criteria, subject to later reconsideration, on the following matters: location, size, footprint, massing, and relationship to context, including the establishment of a range of acceptable materials.

(Ord. No. 95-2985, § 2(4A-11), 4-5-95; Ord. No. 2001-3333, § 2, 11-28-01)

SECTION 2. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect the _____ day of _____, 2004.

PASSED and ADOPTED this _____ day of _____, 2004.


ATTEST:

MAYOR

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

4/30/04
Date

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OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

TO: Mayor David Dermer
Members of the City Commission

DATE: May 5, 2004

FROM: Murray H. Dubbin
City Attorney

SUBJECT: Proposed Amendment to City Code section 2-487 regarding "Prohibited Campaign Contributions by Vendors."

Miami Beach City Code section 2-487 states that campaign donors are "disqualified" from serving as a vendor with the City during the 12 months following the swearing in of an elected official/donee. Pursuant to the request of Miami Beach City Commissioner Jose Smith, the attached ordinance has been drafted for the purpose of defining the term "disqualified", so as to express the legislative intent of this measure as originally adopted in 2000—the subject amendment thus expressly provides for the termination of a donor's existing contract, as well as said donor's disqualification for award of contract, in the absence of waiver.

This proposal is ready for City Commission review and discussion.

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Agenda Item RS6
Date 5-5-04

1700 Convention Center Drive -- Fourth Floor -- Miami Bea

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE SECTION 2-487 ENTITLED "PROHIBITED CAMPAIGN CONTRIBUTIONS BY VENDORS", SUBSECTION A(3) THEREOF BY DEFINING THE TERM "DISQUALIFIED"; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Miami Beach City Code Section 2-487 entitled "Prohibited Campaign Contributions by Vendors", subsection A(3) thereof, is hereby amended to read as follows:

Sec. 2-487. Prohibited Campaign Contributions by Vendors.

A. General

* * *

- (3) (a) A person or entity who directly or indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the eCity.

(b) For purposes of this ordinance, the term "disqualified" shall be defined to include:

1. Termination of a donor/vendor's existing contract with the City, subject to the waiver provisions of subsection B(4) herein; and

2. Disqualification of a donor's response to solicitation requests for prospective vendor contracts with the City, subject to the waiver provisions of subsections (B)(1)(2) and (3) herein.

* * *

SECTION 2. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect the _____ day of _____, 2004.

PASSED and ADOPTED this _____ day of _____, 2004.

ATTEST:

MAYOR

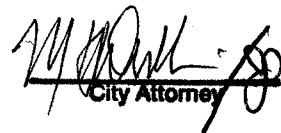
CITY CLERK

(Requested by Commissioner Jose Smith)

JKO\ed

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 4-21-04
City Attorney Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission, authorizing the execution of an Interlocal Agreement by and between the City of Miami Beach, the Miami Beach Redevelopment Agency, and Miami-Dade County for the purpose of establishing the use of 1.5% of the Tax Increment Revenues Against real property located within the South Pointe Redevelopment Area and the City Center/Historic Convention Village Redevelopment and Revitalization Area, to be remitted to the City and the County at fiscal year end.

Issue:

Should the City Commission approve the execution of the Interlocal Agreement?

Item Summary/Recommendation:

During the course of the 2003/04 RDA budget approval process by Miami-Dade County, the County requested that each Community Redevelopment Area (CRA) include a 1.5% administrative fee to defray the County's costs in connection with its oversight of the CRAs (based on the County's annual Tax Increment Revenue (TIF) contribution in their respective budgets). Due to the fact that the existing bond covenants pledge all current and future increment for the repayment of outstanding bond obligations, the RDA can only remit the administrative fee at the end of the Fiscal Year, provided that the debt service and other obligations relating to the bonds have been met. The RDA budgets were subsequently modified to include a reserve expenditure line item for the administrative fee, which is calculated against the County's share of the TIF payment. In addition, Chapter 163.387(7)(a) Florida Statutes provides that the City and the County are eligible to share in any TIF Revenues not budgeted for a specific use and remaining at the end of the CRA's fiscal year in the Trust Fund. Based on this provision, the City was able to negotiate allocating 1.5% of the County's share of the TIF payment back to defray their costs and 1.5% of the City's share of the TIF payment as a contribution back to the City. The attached Interlocal Agreement between the City of Miami Beach, the RDA and Miami-Dade County serves to document the terms by which the City and the County receive their respective 1.5% allocations. It also documents the County's acknowledgement and approval of the RDA's intention to refinance all or a portion of its outstanding TIF bonds in City Center, provided that the issuance shall not exceed \$101,090,000 and that such refinancing shall mature no later than December 31, 2022.

Advisory Board Recommendation:

Finance and Citywide Projects Committee, December 22, 2003 – Determination to pay the Administrative Fee to the County, subject to further research by City's Bond Counsel. No formal motion made.

Financial Information:

Source of Funds:		Amount	Account	Approved
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City Clerk's Office Legislative Tracking:

Christina M. Cuervo/Kent O. Bonde

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

R7A

DATE

5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND MEMBERS OF THE MIAMI BEACH CITY COMMISSION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BY AND AMONG THE CITY OF MIAMI BEACH, THE MIAMI BEACH REDEVELOPMENT AGENCY, and MIAMI-DADE COUNTY, FLORIDA, FOR THE PURPOSE OF ESTABLISHING THE USE OF 1.5% OF THE TAX INCREMENT REVENUES AGAINST REAL PROPERTY LOCATED WITHIN THE SOUTH POINTE REDEVELOPMENT AREA AND THE CITY CENTER/HISTORIC CONVENTION VILLAGE REDEVELOPMENT AND REVITALIZATION AREA TO BE REMITTED TO THE CITY AND COUNTY AT FISCAL YEAR END.**

RECOMMENDATION:

Adopt the Resolution.

ANALYSIS:

During the course of the 2003/04 RDA budget approval process by Miami-Dade County, the County requested that each Community Redevelopment Area (CRA) include a 1.5% administrative fee (based on the County's annual Tax Increment Revenue (TIF) contribution in their respective budgets). The purpose of the fee is to defray the County's costs in connection with its oversight of the CRAs. This issue, together with the Children's Trust allocation item, was brought to the attention of the Finance and Citywide Projects on December 22, 2003. However, due to the fact that the existing bond covenants pledge all current and future increment for the repayment of outstanding bond obligations, it was determined that the RDA can only remit the administrative fee to the County at the end of the Fiscal Year, provided that the debt service and other obligations relating to the bonds have been met. Similarly, the RDA negotiated to remit a like amount to the City for its use as well.

The RDA budgets were subsequently modified to include a reserve expenditure line item for the administrative fee, which is calculated against the County's share of the TIF payment. In FY 03/04, the fee to the County paid by City Center will be \$99,055 and \$105,641 by South Pointe. As indicated in an earlier memorandum, the fees paid by the City's two redevelopment areas account for more than 75% of the fees generated by all the other redevelopment areas in Miami-Dade County. It should be noted however, that Chapter 163.387(7)(a) Florida Statutes provides that the City and the County are eligible to share in any TIF Revenues not budgeted for a specific use and remaining at the end of the CRA's fiscal year in the Trust Fund. Based on this provision, the City was able to negotiate allocating 1.5% of the County's share of the TIF payment back to defray their costs and 1.5% of the City's share of the TIF payment as a contribution back to the City. The TIF payment back to the City represents \$125,443 for City Center and \$129,807 for South Pointe.

The attached Interlocal Agreement between the City of Miami Beach, the RDA and Miami-Dade County serves to document the terms by which the City and the County receive their respective administrative fees. It also documents the County's acknowledgement and approval of the RDA's intention to refinance all or a portion of its outstanding TIF bonds in City Center, provided that the issuance shall not exceed \$101,090,000 and that such refinancing shall mature no later than December, 31 2022.

RECOMMENDATION:

It is recommended that the Mayor and City Commission adopt the attached Resolution to execute the Interlocal Agreement as proposed.

JMG/^{gjk}CMC/KB

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Enclosure

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BY AND AMONG THE CITY OF MIAMI BEACH, THE MIAMI BEACH REDEVELOPMENT AGENCY, AND MIAMI-DADE COUNTY, FLORIDA, FOR THE PURPOSE OF ESTABLISHING THE USE OF 1.5% OF THE TAX INCREMENT REVENUES AGAINST REAL PROPERTY LOCATED WITHIN THE SOUTH POINTE REDEVELOPMENT AREA AND THE CITY CENTER/HISTORIC CONVENTION VILLAGE REDEVELOPMENT AND REVITALIZATION AREA TO BE REMITTED, RESPECTIVELY, TO THE CITY AND COUNTY AT FISCAL YEAR END.

WHEREAS, on November 16, 1993, the City of Miami Beach approved an Interlocal Agreement ("Agreement") among the City of Miami Beach, Florida (the "City"), the Miami Beach Redevelopment Agency (the "CRA"), and Miami-Dade County, Florida (the "County") for the purpose of establishing the use of a portion of the tax increment revenues derived from the imposition of a levy against real property located within the jurisdictions of the CRA (the "Tax Increment Revenues"); and

WHEREAS, Chapter 163, Part III, Florida Statutes, also known as the Community Redevelopment Act of 1969 (the "Act"), provides for the creation of community redevelopment agencies and governs the use of moneys in redevelopment trust funds created in accordance with the Act (each, a "Fund"); and

WHEREAS, the City Commission accepted a delegation of powers from the Miami-Dade County Board of County Commissioners (the "Board"), found a need for and created the CRA to have jurisdiction over all of its community redevelopment districts, declared members of the City Commission to be the members of the CRA, granted the CRA the power to exercise certain powers permitted by the Act to the extent delegated by the Board to the CRA and directed the initiation, preparation and adoption of community redevelopment plans by the CRA for its two community redevelopment districts known as City Center/Historic Convention Village and South Pointe ("CRA Districts"); and

WHEREAS, the CRA has various series of community redevelopment revenue bonds currently outstanding in the aggregate principal amount of \$94,890,000 issued under certain bond resolutions (the "Bond Resolutions") to which the CRA has pledged all current and future Tax Increment Revenues the CRA is entitled to receive from the CRA Districts to which the Bonds relate pursuant to the Act from all non-exempt taxing authorities, including Tax Increment Revenues from any additional tax levies created subsequent to the issuance of bonds under the Bond Resolutions; and

WHEREAS, during the 2003-2004 budget hearing, the Board requested and approved an administrative charge fee, payable by all community redevelopment

agencies in the County, establishing a 1.5% administrative reimbursement charge to recover costs for County staff time associated with overseeing community redevelopment agency activities and for processing related items; and

WHEREAS, the City, the CRA and the County herein acknowledge and agree, pursuant to the Interlocal Agreement, to allocate a 1.5% administrative fee of the County's annual Tax Increment Revenue contribution to defray the County's costs in connection with its oversight of the CRA, and to be paid from legally available Tax Increment Revenues remaining at the end of the CRA's fiscal year; and

WHEREAS, the City will also allocate of the City's annual Tax Increment Revenue contribution, annually, to be paid from legally available Tax Increment Revenues remaining at the end of the CRA's fiscal year; and

WHEREAS, the CRA intends to issue refunding bonds in order to refinance all or a portion of its outstanding Tax Increment Revenue Bonds (City Center/Historic Convention Village); and

WHEREAS, accordingly, the attached Interlocal Agreement further memorializes the County's approval of the issuance of a not to exceed \$101,090,000 principal amount of such refunding bonds, maturing no later than December 31, 2022, for the purpose of refinancing all or a portion of the outstanding Tax Increment Revenue Bonds (City Center/Historic Convention Village District), funding any necessary reserves and paying costs of issuance.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk are hereby authorized to execute an Interlocal Agreement by and among the City of Miami Beach, the Miami Beach Redevelopment Agency, and Miami-Dade County, Florida, for the purpose of establishing the use of 1.5% of the Tax Increment Revenues Against real property located within the South Pointe Redevelopment Area and the City Center/Historic Convention Village Redevelopment and Revitalization Area, to be remitted, respectively, to the City and the County at fiscal year end.

PASSED and ADOPTED this 5th day of May, 2004.

MAYOR


ATTEST:

CITY CLERK


**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

JMG/CMC/AP

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City Attorney

 5/4/04

Date

**ALL SUPPORTING DOCUMENTS ARE INCLUDED WITH THE
REDEVELOPMENT AGENCY (RDA) ITEM**

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution approving on First Reading/ Public Hearing, in accordance with the requirements of Sections 163.3220 - 163.3243, Florida Statutes, also referred to as the Florida Local Government Development Agreement Act, a proposed Development Agreement between the City of Miami Beach and AR&J SOBE, LLC (a/k/a Potamkin/Berkowitz) for the development of the project, presently referred to as "5th and Alton", containing approximately 179,000 square feet of retail area and a supermarket and an approximate 943 space parking garage facility, including an intermodal/transportation component, an integrated parking garage, vertical transportation, ramps, ventilation, etc., and surrounding streetscape and public infrastructure to serve the project, bounded by Lenox Avenue on east, Alton Road on west, 6th Street on north and 5th Street on the south, in Miami Beach and setting the Second Public Hearing.

Issue:

Shall the Mayor and City Commission approve on First Reading a Development Agreement between City of Miami Beach and AR&J SOBE, LLC (a/k/a Potamkin/Berkowitz)?

Item Summary/Recommendation:

Recommendation to open and continue the approval of the Development Agreement on First Reading to May 26, 2004 whereby the City will participate in a joint development opportunity to construct public parking within a mixed use project at the entryway to the City at 5th Street and Alton Road.

A Second Public Hearing will include the City Commission's consideration of the Declaration of Restrictions and Reciprocal Easement Agreement that will govern the parties and the operation and management of the public garage within the project.

Advisory Board Recommendation:

Finance & Citywide Projects Committee – December 22, 2003 - Referred to full Commission.

Transportation & Parking – February 2, 2004 and March 1, 2004

Financial Information:

Source of Funds:		Amount	Account	Approved
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	Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	<i>MC</i>	<i>Jay</i>

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AGENDA ITEM A7B
DATE 5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING ON FIRST READING/PUBLIC HEARING, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 163.3220 - 163.3243, FLORIDA STATUTES, ALSO REFERRED TO AS THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT, A PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND AR&J SOBE, LLC (a/k/a POTAMKIN/BERKOWITZ) FOR THE DEVELOPMENT OF THE PROJECT, PRESENTLY REFERRED TO AS "5TH AND ALTON", CONTAINING APPROXIMATELY 179,000 SQUARE FEET OF RETAIL AREA AND A SUPERMARKET AND AN APPROXIMATELY 943 SPACE PARKING GARAGE FACILITY, INCLUDING AN INTERMODAL/ TRANSPORTATION COMPONENT, AN INTEGRATED PARKING GARAGE, VERTICAL TRANSPORTATION, RAMPS, VENTILATION, ETC., AND SURROUNDING STREETScape AND PUBLIC INFRASTRUCTURE TO SERVE THE PROJECT, BOUNDED BY LENOX AVENUE ON THE EAST, ALTON ROAD ON THE WEST, 6th STREET ON THE NORTH AND 5th STREET ON THE SOUTH, IN MIAMI BEACH; FURTHER, SETTING THE SECOND PUBLIC HEARING FOR THE DEVELOPMENT AGREEMENT; FURTHER SETTING A PUBLIC HEARING PURSUANT TO THE CITY'S GUIDELINES FOR VACATION OF PUBLIC RIGHT-OF-WAYS AND CHAPTER 82, ARTICLE II, SECTIONS 82-37 THROUGH 82-38, OF THE CITY CODE, TO HEAR PUBLIC COMMENT CONCERNING A VACATION OF THE ALLEY ADJACENT TO THE PROPERTY GENERALLY LOCATED BETWEEN ALTON ROAD AND LENOX AVENUE, AND CONTAINING APPROXIMATELY 7800 SQUARE FEET OF LAND.**

RECOMMENDATION

Open and continue.

ANALYSIS

On June 7, 2000, the Mayor and City Commission adopted Resolution No. 2000-23963 designating the area bounded by 6th Street to the North, 5th Street to the South, Alton Road to the West and Lenox Avenue to the East, as a Brownfield area to promote the environmental restoration and economic redevelopment of the area.

In July 2002, the Administration began meeting with representatives of the site generally located on 5th Street and Alton Road, owned by the Potamkin family, to review a

preliminary site plan for a five (5) level mixed-use retail complex, including over 900 parking spaces. One of the proposed commercial uses for the project included a supermarket and, to that end, Publix issued a letter of intent to lease a ground floor area in the complex. In accordance with the City Commission's directive and the community's identified needs, the City's interest in the project development was primarily focused on achieving the public benefit of locating a supermarket, exploring transit and excess parking opportunities, and developing a gateway project at one of the City's main arterial entryway.

The proposed site contains approximately three (3) acres, and a vacation of the public alley would be required for the project to proceed. This project has been the subject of much discussion due to (1) its pivotal location at the entrance to Miami Beach from the MacArthur Causeway, (2) due to transportation/concurrency issues that will affect ingress/egress to the site, and (3) massing/height issues related to the project. To that end, the developer has been working with the City's design review and planning staff in redesigning the project to be of the highest quality, commensurate with its prominent location.

On October 25, 2002, the Finance and Citywide Projects Committee discussed this proposal to determine the City's interest in the project. The Committee made a motion to authorize the Administration to move forward and fine tune negotiations with the project developers; exploring the following: the vacation of the public alley, determination of the relative value of said alley, the possibility of participating in the project as a partner in building and/or operating the garage portion of the development, and the availability of grants and other resources for funding construction of any City participation.

Over the past year, the City Administration has worked diligently with the project developers to negotiate terms that would serve in the mutual best interest of the parties. The attached term sheet reflects the terms negotiated by the parties and was presented to the Finance and Citywide Projects Committee on December 22, 2003. The Committee referred the item to the full Commission for action and the Committee's comments from that meeting are incorporated in the attached term sheet in bold and italics.

Concurrent with the negotiations, the Developer has obtained Planning Board recommendation to implement a signage overlay district to permit effective signage for the Supermarket and for the retail tenants within the Project. On April 14, 2004, the City Commission opened and continued the public hearing to today's date. On April 13, 2004, the project will be presented at a joint HP/DRB meeting.

Additionally, the Developer continues with its outreach initiative, scheduling meetings with various Citywide committees to present the proposed project schematics and to obtain community input. Since January 2004, the Developer has presented its plans before the Finance and Citywide Projects Committee and the Parking and Transportation Committee on two occasions; the Tuesday Morning Breakfast Club, the Flamingo Park Neighborhood Association and other committees.

At the March 1, 2004 Transportation and Parking Committee meeting, the T&P moved to defer any action until such a time as all the studies are completed (concurrency and traffic impact).

While support for the Project is generally widespread, at both the Transportation and Parking and Finance and Citywide Projects Committee, the public raised some concerns on the economic viability of the parking operation and ingress/egress challenges to the site. The parties will continue to seek further community outreach with area businesses/residents.

Concurrent actions required to finalize a Development Agreement include negotiation of a:

- Declaration of Restrictions and Reciprocal Easement Agreement ("DR&REA") that will govern the parties and the operation and management of the transit facility within the project.
- Final operating proforma for the operation and management of the garage within the project.
- Clarification of all Federal Transportation Administration (FTA) funding requirements and restrictions. A meeting was held with FTA on April 5, 2004 in Atlanta, and is further reported on below.

Current Status:

The attached term sheet summarizes the business terms negotiated between the parties and the comments made at the Finance Committee. Specific issues concerning this transaction are elaborated on below, due to the complex nature of the relevant agreements, and to highlight areas of importance to the City Commission.

Federal Transit Administration (FTA)

On April 5, 2004, the Developer and its project team, City staff and I met with the Federal Transit Administration (FTA) in Atlanta to review FTA funding requirements. The FTA expressed favorable comments in its initial review of the project and indicated the City would need to place emphasis on the transit elements of the project, focusing on their location, cost and use, and transit user profiles to determine the project's eligibility for FTA funding. Additionally, the parties will explore to what degree the Federal funding restrictions apply to the privately funded, non-transit portion of the project.

Furthermore, the FTA funding has an extensive community and stakeholder participation process, culminating in the mandatory submittal of an Environmental Assessment (EA) Report identifying potential social, economic or environmental impacts that may arise as a result of the project, and measures to mitigate these potential impacts. It is anticipated that this process will span a 3-4 month period.

FTA eligibility will be determined as a joint development project and must reflect the project as a transit oriented development. As part of the City improvements, in addition to the City's park and ride spaces, certain transit elements will be incorporated, owned and paid for by the City, including items such as transit station pedestrian connections and access links between transit services and the project (i.e. expanded right of way area fronting Alton, 6th Street and 5th Street), safety and security equipment, vertical access links (i.e. elevators and ramps), transit information center, signage, etc.

Floor Area Ratio (FAR)

As reported on March 17, 2004, a prior review of the Developer's architectural schematics indicated that a portion of the excess public parking might result in the project exceeding the permissible FAR of 2.0. Further plan revisions have resulted in a zoning compliant project and may increase the number of City spaces. A provision in the Development Agreement has been negotiated giving the City a maximum number of spaces to purchase within the project, subject to finalizing the ultimate project uses. In addition, the Developer is further evaluating increasing roof top spaces (i.e. consolidating mechanical equipment) to increase the number of parking spaces without further impacting FAR calculations.

In the March 17, 2004 City Commission memo, the following policy issue was referred and discussed on April 12, 2004 Land Use and Development Committee meeting, and further referred to the Planning Board. As the City continues to evaluate parking opportunities to leverage private sector investment in the City, the City Commission should discuss the policy issue of whether excess public parking should continue to be counted against FAR calculations. As an inducement to promote public parking within private projects, the City Commission may consider amending the LDR's to encourage development of excess public parking without impacting FAR calculations.

Alley Vacation

As part of the Development Agreement, on Second Reading, the City will also agree to vacate the alley (subject to City Commission approval pursuant to the City's vacation procedures and a public hearing to consider same). The vacation of the alley is subject to a reverter in the event the project is not developed as contemplated herein, and will contain additional covenants, including that the Developer must maintain the transit elements and Public Benefits delineated herein

Park and Ride Transit Facility:

The City has negotiated to contribute \$14,500/space within the garage (i.e. also referred to as Transit Facility). It is anticipated the Transit Facility will contain approximately 943 spaces of which the City will own 486± spaces to serve the public transit uses and supermarket, and 457± retail spaces to be owned by the Developer. The City's negotiated capital contribution for its spaces is \$14,500/space. The Developer has asked that the City share on a proportionate basis with recent increases in steel prices which is adversely impacting projected construction cost estimates. Additionally, the City will fund an additional amount and own the transit elements referenced above. The parties have yet to finalize discussions regarding these potential additional costs and amounts.

The Park and Ride Transit Facility will be operated and maintained through the joint efforts of the City and the Developer. The City will provide the operating personnel for the Transit Facility through its contract for attendants and cashiers. The Developer will provide for the acquisition and coordination of all maintenance and other operating services.

It is expected that revenues will be generated through the use of the Transit Facility by the public, both hourly and on a permit basis, as well as from customers of the retail spaces. Additionally, the Developer will make a contribution to revenue of \$290,000 to offset the retail validation program. This amount will escalate at an annual rate of 2% beginning in the fourth year of operation. It is anticipated that additional revenues may be earned through the use of the facility for valet operators in the evening after retail operating hours or parking for special events, which result in excess of 900 new available spaces during peak nighttime hours.

The annual operating expenses of the garage (381,886s.f.) will be shared by the Developer and the City. The portion of expenses for the operation and maintenance of the retail common areas (29,611 s.f.) will be paid solely by the Developer. Net revenues will be shared on a pro-rata basis based on the ownership of spaces. Should the Transit Facility operating expenses exceed the total revenues earned from all parking spaces, including the annual contribution towards revenue from the Developer, the resulting loss will also be shared on a pro-rata basis based on the ownership of spaces.

Art in Public Places

As referenced in the Term Sheet, the City has advised that the proposed project constitutes a public joint development, and that the AIPP 1 ½% will apply to the Project construction cost (per proposed revisions to ordinance). If the AIPP is not waived, it will render this transaction economically infeasible, according to the Developer and thus a request for waiver of the AIPP requirement is being requested simultaneously with the approval of the Development Agreement. The Developer will meet with AIPP committee as part of this process.

In consideration of this waiver, the Developer is committing to install a major piece of art at the entrance of the project (as depicted in the Project Concept Plan) by local artist Romero Britto, which is valued at \$500,000. The estimated AIPP contribution would have been approximately \$490,000, based on the \$32,000,000 project cost. If the project were developed without public participation, no art in public places contribution would be required.

Furthermore, Mr. and Mrs. Alan Potamkin have promised gifts to the Bass Museum with a declared value of \$600,000, and Developer has requested these donated works be considered as part of the waiver request.

Other Issues

Due to the complex nature of this transaction and the uncertainty surrounding the FTA restrictions that may apply, the parties are contemplating an initial termination date, in which either party may terminate the Development Agreement. Additionally, an outside Termination Right may be provided, if the project is unfeasible from an operational standpoint.

Planning Board – Conditional Use

The Potamkin site is 50 feet away from the RM-1 Residential District (600 Lenox) and 70 feet from a residential use (1050 6th Street) and therefore Section 130-69.5 of the City Code will apply, requiring Conditional Use approval by the Planning Board to operate past midnight. The City and Developer, will jointly schedule a future item for consideration by the Planning Board to address this issue, as it is contemplated that the Transit Facility will be operational 24/7.

Sec. 130-69.5. Additional requirements.

In addition to any other requirements regarding parking garages and parking lots contained herein, and except where a parking garage or lot is accessory to a residential use and located on the same lot, all parking garages and lots located within 100 feet of a residential use or district that intend to operate after midnight, shall obtain conditional use approval from the planning board before obtaining a building permit or occupational license.

CONCLUSION

The parties continue to negotiate final contract terms and to incorporate the appropriate FTA requirements. Therefore, the Administration recommends opening and continuing the approval of the Development Agreement on First Reading to May 26, 2004. The Second Public Hearing will include the City Commission's consideration of the DR&REA, the approval of the alley vacation and pertinent review requirements including Section 82-37 through 82-39 of the City Code, and consideration of the waiver of the AIPP requirements.

POTAMKIN - TERM SHEET

April 14, 2004

Incorporates comments based on Finance Committee Meeting of December 22, 2003

Owner(s):	City of Miami Beach ("City") and AR&J SOBE, LLC. (Potamkin/Berkowitz - Entity to be formed)
Developer:	AR&J SOBE, LLC. ("AR&J")
Developer A/E (Designers):	Robin Bosco with Todd Tragash
Developers Corporate Status:	TBD
Project Description:	Subject to the approval of the appropriate Boards after public hearing, Developer shall construct the Project depicted on the Project Concept Plans attached hereto, which Project, shall contain approximately 179,000 square feet of Retail Area and Supermarket and a Transit Facility.
Development Site:	<p>Parcel bounded by Lenox Avenue on East, Alton Road on West, 6th Street on North and Fifth Street on the South, Miami Beach, defined as "Development Site" and collectively includes: "Retail Area", "Supermarket" & "Transit Facility".</p> <ul style="list-style-type: none">• "Retail Area" is defined as approximately 134,000 sf of retail/commercial area on the 1st, 3rd and 4th levels within the Project.• "Transit Facility" is the facility containing the Transit Elements (including, but not limited to, the vertical transportation, ramps, ventilation, etc., surrounding streetscape and public infrastructure to serve the facility), approximately 486 parking spaces to serve the Public and Supermarket ("City Park & Ride Spaces") and approximately 457 parking spaces required to serve the Retail Area ("Retail Spaces") within the Project. City Park & Ride Spaces consisting of "Public Spaces" which are excess above required parking, and "Supermarket Spaces" which are spaces required the supermarket to serve. The Transit Facility consists of City Park & Ride Spaces, Retail Spaces and Transit Elements.• "Supermarket" is approximately 45,000 sf area on the ground level which will be opened as a supermarket, pursuant to a long term lease.
City Improvements:	AR&J will convey a condominium or air rights interest so that title to the Transit Elements and an undivided

486 parking spaces (the City Park & Ride Spaces), which spaces will be constructed in accordance with all Code requirements, (e.g. roadways), together with any public improvements, which will be owned by the City of Miami Beach.

AR&J Improvements:

AR&J will own the Retail Area, Supermarket and Retail Spaces, as well as the underlying land and all common areas (reciprocal access easements).

[Finance Committee asked if restrictions can be placed on retail tenants and/or quality of tenant mix. Use restrictions in Public Privates to be incorporated into Agreement]

Alley

In accordance with its procedures governing same, City will vacate and convey fee simple title, free of any encumbrances or rights to possession by any party, to AR&J to the alley containing approximately 7,800 sf within the Development Site to the Project to enable development of the Project within a contiguous parcel and as consideration for the public benefits described herein.

The deed shall contain a right of reverter, providing that the Alley shall be reconveyed to the City, if for any reason, AR&J does not commence construction by August 31, 2004, the Project is not developed, or it is not completed by June 20, 2007.

Neighboring Property:

15,000 sf vacant lot on Alton Road between 6th Street and 7th Street, at 633 Alton Road. City will have a purchase option for this parcel at \$1,000,000, or \$66.67/sf., which option shall be exercised, if at all, and the transaction closed within three years from the Date of Commission approval of the Development Agreement. Thereafter, the City shall have the option to purchase at the then market value and/or a right of first refusal to acquire the Neighboring Property. City's intent is to exercise option if transportation planning analysis warrants acquisition.

Pending development of the Neighboring Property by the City following its acquisition, if at all, the Parties may use said Property for overflow parking. Prior to the City's acquisition, the Neighboring Property may be utilized for construction staging.

Legal Descriptions: Actual legal facility description(s) for Retail Area, Transit Facility (i.e. Public Spaces, Supermarket Spaces, Retail Spaces and transit elements), and Supermarket, collectively the "Project", to be finalized upon completion of the improvements – "as built".

Project Cost/Responsibilities:

AR&J Project Cost: Retail Area, Supermarket and Retail Spaces.
AR&J shall be contributing land and constructing improvements within the Project having a value of not less than \$32,000,000.

City Project Cost: City Park & Ride Spaces and Transit Elements.
City will fund \$14,500/per parking space inclusive of soft costs (including but not limited to any Prevailing Wage Requirements and all site development costs, permit and concurrency fees, if applicable), or \$7,047,000 (plus costs of the Transit Elements), as a maximum contribution from City for the City improvements. AR&J will design and construct the entire Transit Facility. CMB shall own/operate the City improvements, which shall be operated as a public municipal park & ride transit facility together with the 457 Retail Spaces.

City Funding Sources: AR&J will comply with all requirements of funding sources provided by City for construction of the City Improvements, (i.e. 486 Public and Supermarket Spaces and the Transit Components). AR&J shall, if such requirements prove too onerous at AR&J's sole discretion, have the right to terminate the Agreement within 18 months of the effective date. ***[Finance Committee felt all issues must be resolved at onset. However, as cited in the memo, given the complex nature of the transaction and the unknown FTA requirements, an 18 month initial termination date is being contemplated.]*** However, in consideration of the Public Benefits, including initial development of the Supermarket, the City shall convey the Alley to AR&J subject to reverter and conditions for vacation.

Cost to City Capped:

Developer is responsible for cost overruns. The City of Miami Beach will be responsible for the capital cost of the park and ride spaces at a cost not to exceed \$14,500/space, for an estimated total of \$7,047,000 (plus the actual costs of any Transit Elements). The Developer has asked that the City share on a proportionate basis with recent increases in steel prices which is adversely impacting projected construction cost estimates. 100% of the risk of cost overruns for construction and development of the Transit Facility, including the related vertical transportation, vehicular ramps, pedestrian connections, access links and transit elements, etc. shall be that of AR&J. The cost to the City is fixed and capped.

Park and Ride Transit Center:

**City to Manage and Operate
Garage:**

The City of Miami Beach shall be responsible for managing and operating the garage (a/k/a "Transit Facility") at City parking garage rates in accordance with a set of guidelines and standards to be mutually agreed upon in writing by the parties, but of a quality and consistency no less than that which is utilized by the City of Miami Beach in operating and managing other garages owned or operated by it. AR&J shall be responsible for providing security for the Project, including the Transit Facility, janitorial, repair and maintenance services, all in accordance with a budget to be mutually agreed upon. AR&J acknowledges that the City is self-insured. Notwithstanding that fact, the City shall contribute its pro rata share of the cost of Liability Insurance (minimum of \$5,000,000) and Defense coverage to cover AR&J in connection with any claims, including attorneys fees, arising out of operation of the Parking and Transit Center.

Annual AR&J Contribution:

AR&J or its Tenants will contribute a minimum of \$290,000 annually toward the Transit Facility's operating budget in consideration for Retail Area daily use upon a validated basis, subject to annual escalations commencing in the 4th year of operation.

Patron Parking:

In consideration of the annual contribution by AR&J, an agreed upon quantity of parking will be assured for the employees and customers of Project's tenants, including the Supermarket, and they shall be

permitted to park within the Transit Facility without incurring an additional fee on a permit or validated basis during store operating hours.

Garage Operating Budget:

In determining "Net Revenues", both parties shall agree on a reasonable operating budget for operating the Transit Facility, which may include a reasonable management fee for operating the garage. The annual operating expenses of the garage (381,886s.f.) will be shared by the Developer and the City. The portion of expenses for the operation and maintenance of the retail common areas (29,611 s.f.) will be paid solely by the Developer.

Owner(s) Fund Any Deficit:

The City and AR&J, on a proportionate basis, shall guaranty against any operating loss and shall fund any operating (including repair/replacement costs) deficiencies for the Transit Facility on an annual basis.

Division of profits:

The City and AR&J shall share on a proportionate ownership basis in any net profit realized from the operation of the Transit Facility.

Parking Requirements:

The Supermarket parking requirements will be satisfied within the Supermarket Spaces, herein defined, and City will provide the necessary mechanism to comply with any regulatory parking requirement for the Supermarket.

Project Construction:

Initial Termination:

For 18 months from effective date or upon a secure construction financing commitment, the Developer and the City may terminate said Agreement for any reason.

Development Agreement Term:

Not to exceed 10 years from effective date, and may be mutually extended by parties. (Section ____ of Dev. Agrmt.)

Declaration of Restrictions and Reciprocal Easement Agreement:

The DR&REA will survive the Development Agreement and govern the parties' joint ownership and management of the project.

Concurrency/Traffic Analysis:	AR&J will be obligated to perform a traffic analysis and mitigate and meet all concurrency requirements for the "Retail Area" and for the Supermarket, to the extent they apply. <i>[Finance Committee stated Traffic Analysis is required as part of Project]</i>
Construction Staging:	Construction staging for the Project will be confined to the Development Site or Adjacent Property (which will be made available without charge for that purpose, even if the City has exercised its option and has acquired the Adjacent Property), thereby not impacting adjacent residential areas.
Performance Bond:	Prior to commencement of construction, AR&J shall cause G.C. to furnish City with payment and performance bond (or a dual obligee rider with AR&J's Lender) or Letter of Credit to provide a Completion Guarantee for the Project. (Section __ of Dev. Agrmt.)
Underground Utilities:	Developer will relocate any underground utilities now existing on the Development site, if necessary, included in Developer's project costs. The City shall provide Right of Way or other utility easements to enable Developer to relocate any such underground utilities off site.
Construction/Permitting:	
Effective Date:	Execution Date of Agreement
Initial Termination Date:	18 months from Effective Date
Vacation Date:	Upon Effective Date subject to reverter
Project Concept Plan:	Attached to Dev. Agreement as Exhibit
Preliminary Plans and Specs:	To be submitted within 6 months from Commencement Date for DRB/HP approval. (Section __ of Development Agreement)
Plans and Specs:	To be submitted 9 months from final DRB/HP approval. (Section __ of Development Agreement)
Building Permit:	18 months from DRB/HP approval
Construction Commencement:	60 days from Building Permit.
Possession Date:	Upon TCO
Construction Completion:	No later than 3 years from Effective Date, subject to unavoidable delays. "Completion Deadline" as defined in Development Agreement.
Environmental Matters:	AR&J is responsible for any required environmental remediation within the Development Site.
Art in Public Places (AIPP):	The City has advised that the proposed project constitutes a public joint development, and that the AIPP 1 ½% will apply to the Project construction cost (per proposed revisions to ordinance). Developer has advised the City that it intends to install a major piece

of Art selected by it at the entrance of the Project and that if the AIPP is not waived, it will render this transaction economically infeasible, Developer shall seek a waiver of the AIPP requirement from the City Commission, simultaneously with the approval of the Development Agreement. Per AR&J, if the AIPP is not waived, AR&J may terminate the City's right to purchase the parking spaces and to operate the Garage as a municipal lot.

Public Benefits:

Public Space in Project:

AR&J agrees to incorporate a municipal park and ride transit center, with public intermodal/transportation components to the Project to serve the Public (the nature and scope of which shall be mutually agreed upon by the Parties).

Public Benefits:

AR&J commits to enter into a long term lease with and to construct an approximately 45,000 sf. Supermarket on site.

City receives Public Benefits, including the following:

- a. Opportunity for City to address present and future parking deficiencies at a key "gateway" intersection at a fixed, competitive cost, without having to condemn land at a prohibitive price.
- b. Addresses parking deficiencies identified in Alternatives Analysis in Parking Study.
- c. Supermarket will be secured as an anchor tenant based on a long term lease agreement (**see "Change in Use" below**).
- d. Potential to serve as a collector to alleviate traffic congestion before entering the Historic District.
- e. Project design/reduction in density.
- f. Redevelopment of environmentally contaminated Brownfield Site.
- g. Project preserves the historical character of the building located at the corner of 5th and Lenox.
[Finance Committee suggested a First Source Hiring Agreement with Miami Beach residents]
- h. Creation of 600+ Jobs for the community.
- i. Public use of 100% of the parking spaces (approximately 943 spaces) during high traffic hours.

Other:

Real Estate Taxes:	Each party will be responsible for their respective portion in the event Ad Valorem taxes are assessed.
Change in Use:	If the Supermarket ceases to operate and to serve the public, an acceptable substitute use will be mutually agreed upon by the parties, failing which, at AR&J's option, the Supermarket facility will automatically revert to City, for retail uses only, at the same rental rate and on the same terms and conditions which had been extended to the Supermarket pursuant to its Lease Agreement.
Termination Agreement:	If during the first 15 year period, operationally, the project is not viable pursuant to specific criteria to be established, or AR&J shall have the option to acquire the City Park and ride spaces and Transit elements based on the actual cost of said improvements and a rate of return equivalent to the City's investment rate. The Developer will be permitted to repay said investment proportionately over a three (3) year period, and the termination will be effective upon full repayment any net income derived by the City over the 15 year period may be utilized to offset the rate of return. In the event condemnation, _____
Prohibited Uses:	AR&J shall in no way use the Project for any purpose/use that would impair status/integrity of this and other public funds initially used to construct improvements.
Mutual Cooperation:	Both parties will agree to cooperate fully in maximizing the Benefits to which the project may be entitled pursuant to the "Brownfield Recovery Act", the Enterprise Zone Designation, and/or any other State, Local or Federal program, including but not limited to the waiver of impact fees relating to the Supermarket and to the entire Garage. To the extent that such benefits are available only to a municipality or governmental entity (such as EDA grants or HUD grants for infrastructure or utility relocation), the City agrees to make application and to diligently pursue maximizing the recovery of such available benefits on behalf of AR&J. Any funds, which may be recovered from any Federal, State or County program by the City as for reimbursements or grants shall be remitted to AR&J for use in constructing the Project. In

addition, the City agrees to cooperate fully in presenting and, if approved, in implementing a signage overlay district to permit effective signage for the Supermarket and for the retail tenants within the Project.

Right of First Offer: There are no sale right provisions contemplated in the Agreement other than Termination due to operational concerns.

Miscellaneous Issues: Developer has indicated the need to address Construction Loan lender issues, real estate tax issues, depreciation issues, liability issues and condemnation issues.

Requirements for Vacation of Alleys, Easements and City Rights-of-Way (submitted separately)

Regulatory Procedure for Conveyance of Alley:

The City of Miami Beach shall comply with Ordinance 92-2783 (aka Shapiro Ordinance) adopted by the City Commission on June 17, 1992, and codified in the City Code as Article II, entitled "Sale or Lease of Public Property", more specifically with Sections 82-37 through 82-39, which require the following:

- 1) Public Hearing.
Section 82-37 of the Miami Beach City Code requires that the City Commission hold a public hearing, advertised not less than 15 days prior to the hearing, in order to obtain citizen input into any proposed sale and/or lease.
- 2) Planning Department Analysis.
Section 82-38 of the Miami Beach City Code requires that the Planning Department prepare an analysis in order for the City Commission and the public to be fully apprised of all conditions relating to the proposed sale of the property.
- 3) Advertised Public Bidding Process and Appraisal.
Section 82-39 states that there shall be no sale of City property unless there has been an advertised public bidding process and an independent appraisal of the fair market value of the property.

(Note: In regard to any sale of City property, the conditions of only this section may be waived upon a five-sevenths vote of the city commission upon a finding by the City Commission that the public interest would be served by waiving such conditions of bidding and/or appraisal for the disposition of the property.

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution approving the temporary establishment of nine (9) on-street parking spaces and a restricted residential parking program, both not to exceed six months, for the Vistas Condominiums Homeowners on the north side of the Venetian Causeway between Island Avenue and Century Lane.

Issue:

Should nine (9) temporary on-street parking spaces and a temporary restricted residential parking zone be created for the residents of The Vistas Condominiums?

Item Summary/Recommendation:

The Vistas Condominiums' pool deck and parking garage will undergo renovations that will render their 87 space garage useless during its renovations displacing residents and visitor parking. On February 25, 2004, the Mayor and Commission approved a resolution establishing a parking emergency due to their parking structure's renovations and allowed for the use of the vacant lot, located on the 1200 block of 17th Street (Housing Authority Lot) for the purpose of providing temporary parking for residents. This temporary parking lot will provide 40 to 50 parking spaces and partially alleviate their parking shortfall. The Administration held a publicly noticed workshop on April 7, 2004, with affected residents to receive input and comments regarding the establishment of a temporary residential parking program by temporarily establishing nine (9) on-street parking spaces on the north side of the Venetian Causeway between Island Avenue and Century Lane. At the workshop, a majority of the participants voted to proceed with the establishment of said on-street parking spaces and the temporary restricted residential parking program. Moreover, residents requested that an additional nine (9) spaces be established on the south side of the block for a total of 18 on-street parking spaces. The Administration has recommended nine (9) on-street spaces on the north side of the Venetian Causeway which is closest to the Vistas Condominiums as allowing additional parking spaces on the south side of the Venetian Causeway raises the following safety concerns: (1) encourages mid-block pedestrian crossing and (2) width of the bicycle path is narrowed.

Advisory Board Recommendation:

The Transportation and Parking Committee endorsed the recommendation at their regularly scheduled meeting held on Monday, February 2, 2004, and endorsed the establishment of 18 on-street parking spaces (nine on the north side and nine on the south side) on the Venetian Causeway between Island Avenue and Century Lane.

Financial Information:

Amount to be expended:

Source of Funds:	Amount				Approved
	1	Amount	Account		
	2				
	3				
	4				
	Total				

Finance Dept.

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

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DATE

5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

PUBLIC HEARING

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE CREATION OF A TEMPORARY RESTRICTED RESIDENTIAL PARKING PERMIT ZONE (ZONE 14/BELLE ISLE) ON THE VENETIAN CAUSEWAY BETWEEN ISLAND AVENUE AND CENTURY LANE; AND TEMPORARILY ESTABLISH NINE (9) ON-STREET PARKING SPACES TO SERVE AS RESIDENTIAL PARKING.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach Parking Department received a request from the Vistas' Condominiums HOA (Home Owners Association), located at One Century Lane, requesting the establishment of a temporary restricted residential parking zone for their respective residents. The Vistas' pool deck and parking garage will undergo renovations that will render their 87 space garage useless during its renovations displacing residents and visitor parking. On February 25, 2004, the Mayor and Commission approved a resolution establishing a parking emergency due to their parking structure's renovations and allowed for the use of the vacant lot, located on the 1200 block of 17th Street (Housing Authority Lot) for the purpose of providing temporary parking for residents. This temporary parking lot will provide 40 to 50 parking spaces and partially alleviate their parking shortfall.

In furtherance of this relief, the Vistas is requesting to temporarily establish on-street parking on the Venetian Causeway between Century Lane and Island Avenue to provide parking within close proximity of the residences for loading/unloading of passengers and/or goods/services; disabled and/or temporary disabled parking; and visitor parking. This would allow for nine (eight parking spaces and one disabled space) on-street parking spaces on the north side of the Venetian Causeway between Island Avenue and Century Lane. The Venetian Causeway is a Miami-Dade County road and this temporary allowance of on-street parking has been approved by the County. In addition, the Vistas has committed to funding the costs of the improvements as well as the cost of returning the area to its original condition through the use of the residential parking program. This accommodation would be needed for approximately six (6) months; however, should the renovations to their parking garage not be completed within this time frame, the Vistas would need to seek an extension of this accommodation. The six month interval would commence upon completion of the

modifications to the roadway.


The Administration held a publicly noticed workshop at 6:00 P.M. on Wednesday, April 7, 2004, with residents of the affected areas. A total of seven (7) residents from various addresses on Belle Isle attended the workshop despite extensive notification efforts, including direct mail to all residents within 375 feet of the affected areas. Participants had an opportunity to review, comment, and provide input towards the proposed temporary residential parking program. As a result, a majority of the residents in attendance concurred with the proposed on-street parking plan and residential program as a temporary solution. Moreover, residents requested that an additional nine (9) spaces be established on the south side of the block for a total of 18 on-street parking spaces. The Administration has recommended nine (9) on-street spaces on the north side of the Venetian Causeway which is closest to the Vistas Condominiums as allowing additional parking spaces on the south side of the Venetian Causeway raises the following safety concerns:

- Encourages mid-block pedestrian crossing
- Width of the bicycle path is narrowed

The City's Transportation and Parking Committee endorsed this recommendation at their regularly scheduled meeting held on Monday, February 2, 2004. The issue of temporarily establishing nine (9) on-street parking spaces on the north side of the Venetian Causeway was discussed on Monday, April 12, 2004. The TPC endorsed the request and endorsed maximizing the availability of parking on the block by establishing an additional nine (9) spaces on the south side of the street for a total of 18 on-street parking spaces. Therefore, pursuant to Article II, entitled, "Metered Parking", of the Miami Beach City Code, Chapter 106-78, entitled, "Creation of residential parking area", the Mayor and City Commission must hold a public hearing to consider the establishment of a [temporary] residential parking zone for the Vistas Condominiums Homeowners, located at One Century Lane.

CONCLUSION

The Administration recommends that the Mayor and Commission approve a resolution to create a temporary residential parking permit zone (Zone 14/Belle Isle) for the Vistas Condominiums' residents and temporarily establish nine (9) on-street parking spaces on the north side of the Venetian Causeway between Island Avenue and Century Lane, as described herein.


JMG/CMC/SF
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE CREATION OF A TEMPORARY (NOT TO EXCEED SIX MONTHS) RESTRICTED RESIDENTIAL PARKING PERMIT ZONE (ZONE 14/BELLE ISLE) ON THE NORTH SIDE OF THE VENETIAN CAUSEWAY, BETWEEN ISLAND AVENUE AND CENTURY LANE; AND TEMPORARILY ESTABLISHING NINE (9) ON-STREET PARKING SPACES TO SERVE AS RESIDENTIAL PARKING FOR THE VISTAS CONDOMINIUMS, LOCATED AT ONE CENTURY LANE, AS A RESULT OF CONSTRUCTION IN SAID CONDOMINIUM'S PARKING GARAGE AND POOL DECK WHICH WILL RENDER THE GARAGE INOPERABLE AND INACCESSIBLE TO RESIDENTS.

WHEREAS, the City has received a request from homeowners of the Vistas Condominiums, located at One Century Lane, requesting the establishment of nine (9) on-street parking spaces, and a temporary restricted residential parking zone on the Venetian Causeway, between Century Lane and Island Avenue; and

WHEREAS, the Vistas Condominiums' parking garage and pool deck will undergo renovations that will render those facilities, particularly the garage, temporarily inoperative and inaccessible; and

WHEREAS, the proposed temporary on-street parking and establishment of the proposed restricted residential parking program will provide a temporary parking remedy; and

WHEREAS, a publicly noticed workshop was held on April 7, 2004, with residents of the affected areas, and said notices were distributed to residents within 375 feet of the affected areas; and

WHEREAS, participants had an opportunity to review, comment, and provide input toward the proposed temporary residential parking program for the area; and

WHEREAS, a majority of the residents in attendance concurred with the recommendations and voted to proceed with establishment of the proposed residential parking program, and the temporary establishment of nine (9) on-street parking spaces, on the north side of the Venetian Causeway, between Island Avenue and Century Lane; and

WHEREAS, on February 2, 2004, and April 12, 2004, respectively, the Transportation and Parking Committee (TPC) reviewed the Vistas Condominiums' request for establishment of a temporary residential parking program and on-street parking spaces, and endorsed the establishment of both; and

WHEREAS, on May 5, 2004, pursuant to Article II, entitled, "Metered Parking", of the Miami Beach City Code, and Section 106-78, entitled, "Creation of Residential Parking Area", the Mayor and City Commission held a public hearing to consider the creation of the temporary restricted residential parking zone and establishment of nine (9) on-street parking spaces on the north side of the Venetian Causeway, between Island Avenue and Century Lane, and hereby approve same.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly noticed public hearing to consider same, hereby approve a temporary restricted residential parking zone (Zone 14/Belle Isle), and the creation of nine (9) on-street parking spaces, both not to exceed a term of six months; said spaces to be located on the north side of the Venetian Causeway, between Island Avenue and Century Lane, for the Vistas Condominiums, located at One Century Lane, as as a result of construction in said condominium's parking garage and pool deck which will render the garage inoperable and inaccessible to residents.

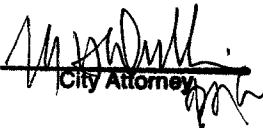
PASSED AND ADOPTED this _____ day of _____, 2004.

MAYOR


ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date

JMG/CMC/SF
T:\AGENDA\2004\May52004\regular\vistas.res.doc

TEW • CARDENAS LLP
ATTORNEYS AT LAW
MIAMI • TALLAHASSEE • WASHINGTON DC

~~XXXXXX~~ Bob de la Fuente

WRITER'S DIRECT LINE:
(305) 539-2114

F-MAIL:
Bob@tewlaw.com

MIAMI CENTER, 26TH FLOOR
201 S. BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-4336
T 305.536.1112
F 305.536.1116
WWW.TEWLAW.COM

April 15, 2004

VIA FACSIMILE & U.S. MAIL

Saul Frances
Parking Director
City of Miami Beach
1130 Washington Avenue
8th Floor
Miami Beach, FL 33139
(305) 673-7853

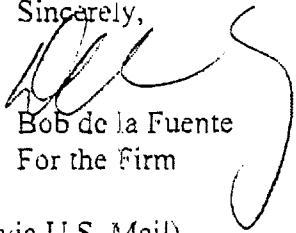
Re: *The Vistas: Support for Temporary Parking on the Venetian Causeway by Island Terrace (5 Island Avenue)*
Our File No.: 75712.002

Dear Saul:

The Vistas has obtained the support of Island Terrace (5 Island Avenue) for the temporary parking along the Venetian Causeway. I enclose a copy of the endorsement for your reference to be included in the Commission packet for this item.

Please call if you have any questions, and thank you for your assistance.

Sincerely,


Bob de la Fuente
For the Firm

cc: Commissioner Saul Gross (w/encl.. via U.S. Mail)
Christopher Carver, Esq. (via U.S. Mail)
Stuart Grossman, Esq.

..ODMA\HODMA\MIAMI\403773.J

ISLAND TERRACE

CONDOMINIUM ASSOCIATION, INC.

5 Island Avenue

Belle Isle

Miami Beach, FL 33139

The Vistas
1 Century Lane
Miami Beach Florida 33139
Attention: Mr. Chris Carver, President Board of Director
April 5, 2004

To Whom It May Concern:

We support the opportunity for the residents of the Vistas to be able to temporarily park on 17th Street which is also called Venetian parallel to Island Avenue while their parking facilities are under going repairs. We understand that this parking on the street will be used to accommodate the residents with special needs.

Cc: Alex Tikh, Property Manager
Luis Marcelline, Treasurer and Secretary , Board of Directors

Patricia Lee Presides - Director
Board of Directors

TEW • CARDENAS LLP
ATTORNEYS AT LAW
MIAMI • TALLAHASSEE • WASHINGTON DC

March 24, 2004

REPLY TO:
Miami

WRITER'S DIRECT LINE:
305.536-8215

E-MAIL:
sig@tewlaw.com

MIAMI CENTER, 26TH FLOOR
201 S. BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-4336
T 305.536.1112
F 305.536.1116
WWW.TEWLAW.COM

Commissioner Saul Gross
Office of the Mayor and Commissioners
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Re: The Vistas Condominium Association, Inc.

Dear Commissioner Gross:

Thank you for speaking with me regarding the Vistas' emergency parking situation. We also wanted to be sure that our Belle Isle neighbors are in agreement with the emergency parking plan. To that end, we have reached out to the other associations and we are happy to report that our neighbors support our plan.

Please find enclosed correspondence from the Belle Isle Condo/Co-op Association (made up of the Grand Venetian, Belle Plaza, Belle Towers, Costa Brava, 9 Island, Island Terrace and the Vistas) approving the emergency parking on the Venetian Causeway for the Vistas' residents only. Additionally, the Vistas has received an independent approval from the Grand Venetian.

Please let us know whether these written approvals satisfy your concerns. I look forward to your response and should you have any questions or comments, please do not hesitate to contact me.

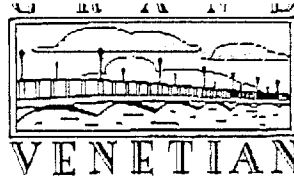
Very truly yours,


Stuart I. Grossman

SIG:ksh
Enclosures

cc: Christopher Carver
Saul Frances

\\ODMA\MHODMA\MIAMI\401717.1



March 18, 2004

To Whom It May Concern:

On behalf of the members of The Grand Venetian Condominium Association, Inc., I am writing to request that the City of Miami Beach grant and approve any requests which might ease parking for our neighbors at The Vistas while their garage is under re-construction.

Further, we would be equally supportive of any proposals that might provide additional street-side parking along the Venetian Causeway, on a temporary basis, for the residents at The Vistas.

Feel free to contact me should you have any questions with regard to this matter.

Respectfully,

A handwritten signature in dark ink, appearing to read "Keith Hark", followed by a horizontal line.

Keith Hark
President,
The Grand Venetian Condominium Association, Inc.

Minutes of the meeting of the Belle Isle Condo/Co-op Association 3/17/04

In attendance: Mimi Caro, Chris Carver, Pat DeCredico, Richard Freeman, Ted Goldstein, Keith Hark, Luis Marcelin, Molly Mervis, Libby Strauss, Irv Winston, Barbara and Herb Frank.

Absent: Jack Hartley, 16 Island Ave.

After introductions of several new representatives the meeting began with an update of activities by Barbara Frank in which she explained the formation of a group called South Beach Residents Association. This group is made up of 7 neighborhood associations. Its mission is: "To preserve and enhance the quality of life for residents in all neighborhoods of South Beach by joining together to ensure that residential interests are effectively represented in city government". Following a through discussion about this new organization it was agreed that the Belle Island Condo Assoc. should become a member of this group with the understanding that it is not to become our main effort although we wish to support its efforts.

It was unanimously agreed that we should be registered as an association with Miami Beach City and that we would alter the name of this association to Belle Isle Condo/Co-op Association since 3 Island Ave. is a Co-op not a Condo.

The following Mission Statement for the Belle Isle Condo/Co-op Association was approved and it is: "To enhance the quality of life for the residents of Belle Isle. The Association will be concerned with safety, security, traffic control, ease of parking, noise control, park beautification, cleanliness and open spaces for all the residents".

Everyone was in favor of the Association being managed by a Board composed of condo/co-op council members of the 8 Condo/Co-ops on Belle Isle or their designated representatives.

It was agreed that after the Board determines the action priorities, all residents of the buildings will be notified of the formation of this Association along with a list of planned action. At that point all residents would be entitled to express their opinions, concerns and wishes toward achieving the Association's Mission. Following is a list of the topics that were mentioned to be included in the initial efforts of the Association. The Board members were asked to prioritize this list and forward it to Herb Frank in order to determine a plan to be presented at the next meeting. Please forward this to Herb by 4/10/04.

2.

Development of an interactive website for the Association communications.

Develop a list of topics and needs to discuss with the Mayor of M. B.

Parking needs of the community.

Traffic control and flow.

Drainage of excessive rain fall.

Concerns about the activities and noise level at Lido Spa

Park usage and reconfiguration.

Security and Police activities.

Road Conditions.

Sidewalk maintenance and Conditions.

Traffic and crosswalks on Bridge and 17th Street.

New Business:

It was agreed to table the discussion about funding the Association until needed.

It was suggested that each building look into expanding its own parking.

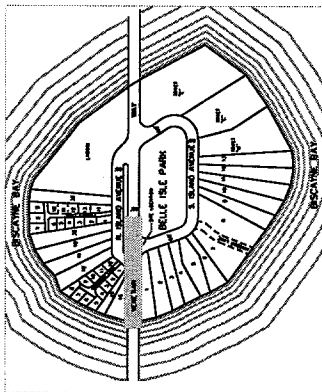
Luis and Chris explained the parking situation of the Vistas and obtained the cooperation from the Board for the period of about 9 months while repairs are being made.

The next meeting of the Association will be at 7.30 PM on April 20, 2004 in the conference room in 9 Island Avenue.

Attachment: Updated contact list

BELLE ISLE CONDOMINIUMS/CONTACTS**Grand Venetian 10 Venetian Way 305 672 0124****Carlos Sanchez, Property Manager 305 672 0966 Fax 305 672 0920****Email cjsanchez@the-beach.net****Kelth Hark, Board President Unit # 2305 305 532 2961****Email harkke@aol.com****Fax None****Belle Plaza 20 Island Ave 305 5387221 Fax 305 538 0465****Nestor Blanco, Property Manager Email bnplaza@the-beach.net****Robert Dattoli, Board President Unit #1009 305 531 9757****Email bdattoli@the-beach.net Fax None****Gary Soren Board Member, Representative to Condo Assoc.****Office: 305 534 2379 Cell 305 401 4905****Email gas51013@aol.com****Belle Towers 16 Island Ave 305 538 5418 Fax 305 534 1828****Leslie Janowitz, Property Manager Email belletowers@the-beach.net****Jack Hartley, Board President Unit # 2D 305 532 6060****Email same as above****Fax 305 534 1828****Costa Bravo 11 Island Ave 305 532 6397 Fax 305 532 5759****Gladys F. Large, Property Manager Email cbrava@the-beach.net****Richard Freeman, Board President Unit #711 305 538 5666****Email Richbank@aol.net****Fax None****Nine Island 9 Island Ave 305 672 1204 Fax 305 673 8512****Neal Adler, Property Manager Ext 228 Email nadler@bellsouth.net****Lillian (Libby) Strauss, Board President Apt # 1808 305 532 0908****Ted Goldstein Email T2RG@aol.com Phone # 305 534 7858****Island Terrace 5 Island Ave 305 672 5012 Fax 305 534 2724****Rodrigo Buschiazzi, Property Manager Email island5@stis.net****Stephen Phelps, Board President Unit #6H 305 742 6173 Cell 305 538 2777****Pat DeCredico, Board Member Phone 786 276 5880 Email Sdecredico@yahoo.com****Terrace Towers 3 Island Ave 305 532 7721 Fax 305 532 7601****Steve Gutierrez, Property Manager Email terracetower@the-beach.net****Irv Winston, Board President Unit 8i 305 532 8565****Email None****Fax None****The Vistas 1 Century Lane 305 534 0260 Fax 305 _____****Alex Tukh, Property Manager Email atukh@dei-inc.com****954 922 3514 Fax 954 922 9199****Chris Carver, Board President Unit # 606 305 672 9277****Email ccarver@akerman.com Cell 305 798 8899 Fax None****Luis Marcellin, Secty & Treas. Email luismarcellin@hotmail.com****Phone 305 593 1183 Fax 305 593 0252**

LOCATION SKETCH



NOTE:

- 1) PROPOSED STRIPING IS TO ACCOMMODATE 19 PARKING SPACES FOR RESIDENTS (DECALS ONLY) DUE TO A BELLE ISLAND RECONSTRUCTION PROJECT.
- 2) AFTER RECONSTRUCTION PROJECT IS COMPLETED, CITY OF MIAMI BEACH WILL RESURFACE/OVERLAY THE ROAD WITH NEW STRIPING AS IT EXISTED.

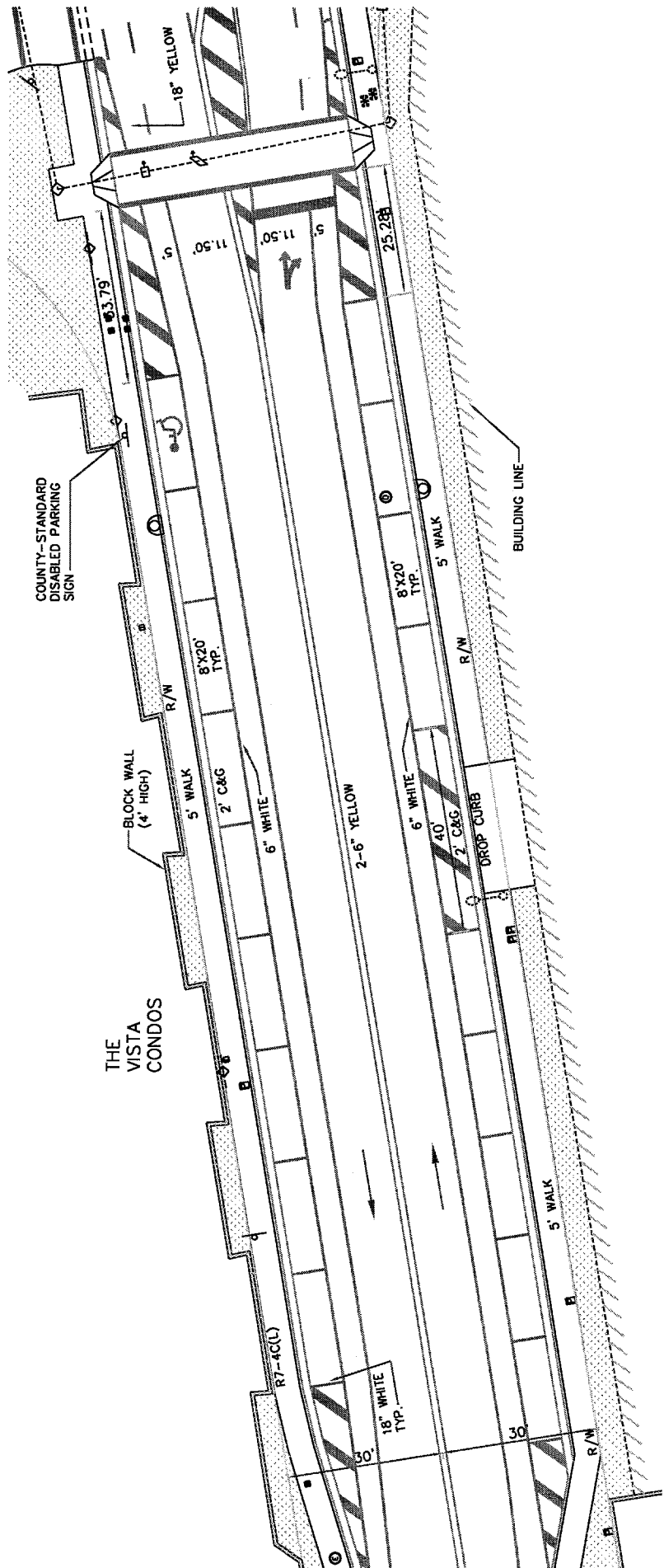
DISCUSSED AND APPROVED BY:

ATTEST:
 MANUEL GARCIA GUTIERREZ
 MANAGER, CITY ENGINEER

ATTEST:
 MANUEL GARCIA GUTIERREZ
 ASSISTANT DIRECTOR / PUBLIC WORKS
 CITY OF MIAMI BEACH

SYMBOLS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	CATCH BASIN TYPE 10		STORM DRAINAGE MANHOLE
	CATCH BASIN TYPE 10		SANITARY SEWER MANHOLE
	CATCH BASIN TYPE 10		SIGN
	CATCH BASIN TYPE 10		SIGNAL CONTROL PANEL
	CATCH BASIN TYPE 10		SIGNAL POLE (EXISTING)
	CATCH BASIN TYPE 10		SIGNAL POLE (PROPOSED)
	CATCH BASIN TYPE 10		TELEPHONE POLE (EXISTING)
	CATCH BASIN TYPE 10		TELEPHONE POLE (PROPOSED)
	CATCH BASIN TYPE 10		TREE
	CATCH BASIN TYPE 10		HANDICAPPED PARKING SIGN
	CATCH BASIN TYPE 10		ARROW TO INDICATE DISTANCE BETWEEN POLES
	CATCH BASIN TYPE 10		WHITE SIGN POST
	CATCH BASIN TYPE 10		OVERHEAD TRAFFIC SIGNAL CABLE
	CATCH BASIN TYPE 10		POWER & TELEPHONE POLE (EXISTING)
	CATCH BASIN TYPE 10		POWER & TELEPHONE POLE (PROPOSED)



CITY OF MIAMI BEACH NOTICE OF A PUBLIC HEARING



NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, May 5, 2004, at 5:01 p.m.**, to consider the temporary establishment of nine (9) on-street parking spaces and a temporary restricted residential parking program, not to exceed a term of six months, for the Vistas Condominium, located at One Century Lane. The parking program to be established on the Venetian Causeway, between Century Lane and Island Avenue.

Inquiries may be directed to Parking Department (305)673-7505.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Ad #0256

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

To adopt the Art in Public Places Five Year Master Plan (04-08) with Guidelines.

Issue:

Should City Commission adopt the Art in Public Places Master Plan and Guidelines to establish a roadmap with policies and procedures for a public art program.


Item Summary/Recommendation:

To approve as recommended by the Community Affairs Committee on April 29, 2004 to establish a viable public art program in fitting with our global image as a tourist destination.

Advisory Board Recommendation:

Approved by the Art in Public Places Committee on September 16, 2003 and April 20, 2004, and the Community Affairs Committee on April 29, 2004.

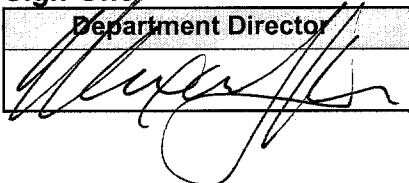
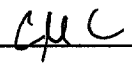
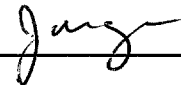
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Max A. Sklar

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM R7D
DATE 5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, ADOPTING THE ART IN PUBLIC PLACES FIVE YEAR MASTER PLAN AND GUIDELINES.

ADMINISTRATION RECOMMENDATION

Approve the recommendation.

BACKGROUND

In September of 2001, the nationally recognized public art consultant, Glenn Weiss, began working with staff to research funding sources, potential sites and viable projects for public art to lay a foundation for acquisition practices in keeping with our global image. In November of 2001, the project was introduced to the Mayor, Commission, and City Administration and a series of four community workshops commenced. Subsequently, in October of 2002, the master plan was reviewed by the Administration and forwarded to the Community Affairs Committee for input. The Community Affairs Committee asked the Administration to calculate the financial impact if the definition of "public facilities" was expanded to include pools, parks, recreation trails and renovations. The Administration was also asked to present a balance of the AiPP fund. The Ordinance amendments are presented in a related item in this Commission Agenda.

The attached reconciliation report reflects \$763,246 of revenue for the AiPP fund, which was derived by applying the AiPP Ordinance to qualified construction projects since inception of the fund. Of that amount, \$711,511 has already been transferred to the fund as of October 2003. This amount includes \$100,000 for the South Pointe Streetscape art project. Originally, this funding was to come from GO Bond funds. Because the project is within the boundaries of a Redevelopment Agency (RDA) district, the funding will come from RDA tax increment funds, and the original GO Bond allocation will be used to fund approximately \$51,735 in currently untransferred AiPP allocations from other GO Bond funded projects.

As noted in the attached reconciliation spreadsheet, there are a number of projects listed without anticipated funding amounts. Because the AiPP allocation per project is calculated based on the Architect/Engineering firm's estimate, or the construction contract amount if available, the AiPP allocation for every project has not yet been calculated. Examples of projects where the AiPP allocation had not yet been calculated are the Flamingo Park/Property Management Facility, the Botanical Garden, and South Pointe Park. Additional amounts received from new construction not yet in design, will be programmed during the City's annual planning efforts.

As reflected in the attached spreadsheet, the AiPP fund has incurred expenditures totaling \$220,515 from FY 99-00 through FY 02-03. The following is a summary of these expenditures to date:

Total 99-03 Administration	(\$120,415)
Total 99-03 New Projects	(\$89,500)
Total 99-03 Maintenance	(\$10,600)
TOTAL EXPENDITURES	(\$220,515)

Under the direction of the Department of Tourism and Cultural Development and pursuant to the proposed master plan and Ordinance, 25% may be allocated for maintenance/conservation and 75% will be earmarked as "art dollars" for commission and acquisition of works of art. Projections indicate the AiPP fund has a total of \$542,731 available over the next four years. The following is a summary of available funds:

Available Funds (04-07)	\$542,731
New Projects	(\$320,650)
Administration	(\$118,358)
Balance Left for Maintenance	\$103,723

The AiPP Guidelines (see attached) outline each step in the public art process from identifying a project, to selecting an artist, to managing a program that includes a portable and permanent collection. Many of the recommended procedures have already been incorporated into the daily practices of our current program. These guidelines include the following policies:

- Policy for donation of works of art, monuments, and memorials (adopted 1998)
- Policy for plaques and historic markers (adopted 2000)
- Policy for selection of projects (drafted 2003)

Managing a percent-for-art program is a worthy endeavor which fosters civic pride and enriches the experience of the visitor. A successful program requires consistent teamwork and collaboration. Miami Beach has made great headway in the past few years toward developing and implementing a public art program. This ongoing commitment is to be embraced by all departments.

CONCLUSION

The Administration recommends the Mayor and Commission adopt the AiPP Five Year Master Plan (04-08) with Guidelines to establish a viable public art program in fitting with our global image as a tourist destination.

JMG/CMC/MAS

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, ADOPTING THE ART IN PUBLIC PLACES FIVE YEAR MASTER PLAN AND GUIDELINES.

WHEREAS, in September of 2001, the nationally recognized public art consultant, Glenn Weiss, began working with City staff to research funding sources, potential sites and viable projects for public art in order to lay a foundation for commission and acquisition practices in keeping with the City's global image; and

WHEREAS, in October of 2002, the Art in Public Places (AIPP) Master Plan was reviewed by the Administration and presented to the Community Affairs Committee for input; and

WHEREAS, the Administration was asked to research the financial impact of expanding the definition of "public facilities," and to reconcile the appropriations and transfers to the AIPP Fund; and

WHEREAS, the reconciliation report reflects a total amount of \$763,246, to be appropriated to the AIPP Fund since inception, of which \$711,511 has been transferred into the AIPP Fund; and

WHEREAS, this amount includes \$100,000 for the South Pointe Streetscape art project which originally was to come from General Obligation (GO) Bond funds; however, because the project is within the boundaries of the South Pointe Redevelopment District, the funding will come from redevelopment area tax increment funds, and the original GO Bond allocation will be used to fund approximately \$51,735 in currently unfunded AIPP allocations from other GO Bond funded projects; and

WHEREAS, additional amounts received from new construction not yet in design, will be programmed during the City's annual planning efforts; and

WHEREAS, the AIPP Fund has had expenditures from FY 99-00 through FY 02-03 for maintenance, administration, and for projects/new artworks totaling \$220,515; and

WHEREAS, under the direction of the Department of Tourism and Cultural Development, and pursuant to the proposed AIPP Master Plan and Guidelines, 25% will be allocated for maintenance/conservation and administrative needs, and 75% will be earmarked as "art dollars" for commission and acquisition of works of art; and

WHEREAS, the AIPP Fund has a total of \$542,731 available over the next five years and, accordingly, there will be approximately \$320,650 for new works of art; and

WHEREAS, the proposed AIPP Guidelines outline each step in the public art process from identifying a project, to selecting an artist, to managing a program that includes a portable and permanent collection; and

WHEREAS, many of the recommended procedures in the proposed guidelines have already been incorporated into the daily practices of the City's AIPP program; and

WHEREAS, the Guidelines include the following policies:
policy for donation of works of art, monuments, and memorials (adopted 1998);
policy for plaques and historic markers (adopted 2000); and
policy for selection of projects (drafted 2003).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission adopt the attached AIPP Five Year Master Plan (04-08) with Guidelines to establish a viable public art program in fitting with the City's global image as a tourist destination.

PASSED and ADOPTED this ____ day of _____, 2004.


ATTEST:



MAYOR

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney  
Date

ART IN PUBLIC PLACES FUND INCOME

AIPP Appropriations from New Construction

	Actuals FY 99-00	Actuals FY 00-01	Actuals FY 01-02	Actuals FY 02-03	Actual FY 03-04	Proposed FY 04-05	Proposed FY 05-06	Proposed FY 06-07	Totals
Bass Museum	\$54,000								
Regional Library	\$105,187								
7th Street Garage	\$115,052								
Fairway Park				\$5,270					
Fire Station #2				\$37,987					
Fire Station #4				\$25,138					
Miami Beach Golf Course				\$43,744					
Normandy Isle Pool				\$15,017					
N Shore Park & Youth Center				\$76,000					
Regional Library				\$26,398					
Bass Museum					\$31,770				
Lummus Park					\$3,829				
Colony Theatre					\$68,849				
Normandy Golf Course Restrooms					\$5,270				
S Pointe Streetscape					\$100,000				
Crespi Park						\$983			
Flamingo Pool						\$4,531			
Miami Beach Golf Course Restrooms						\$1,933			
Palm Island Guard House						\$2,002			
Scott Rakow Youth Center						\$37,233			
Stillwater Park						\$2,163			
Tallun Park						\$2,890			
Total for Income	\$274,239			\$229,554	\$207,718	\$51,735			\$763,246

Total Accrued Income

\$274,239 \$274,239 \$274,239 \$503,793 \$711,511 \$763,246 \$763,246 \$763,246

ART IN PUBLIC PLACES FUND EXPENDITURES

AIPP Fund for New Artworks

	Actuals FY 99-00	Actuals FY 00-01	Actuals FY 01-02	Actuals FY 02-03	Projected FY 03-04	Proposed FY 04-05	Proposed FY 05-06	Proposed FY 06-07	Totals
NEW UNDETERMINED WORKS									
Collins Park Decorative Tiles									\$0
Belle Isle Park Proposal Fee									(\$1,500)
N Shore Park Youth Center "Circle"									(\$338,650)
S Pointe Streetscape "Corona del Mar"									(\$50,000)
N Shore "Beetles Mandala"									(\$70,000)
Collins Park Cultural Campus									(\$135,000)
Total for Works of Art									(\$410,150)

AIPP Fund for Maintenance/Conservation

Aqua Vista Relocation & Restoration
Carl Fisher Collection

(\$10,600) (\$10,600) (\$10,600) \$0 \$0 \$0 \$0 \$0 (\$10,600)

AIPP Fund for Administration

	Actuals FY 99-00	Actuals FY 00-01	Actuals FY 01-02	Actuals FY 02-03	Projected FY 03-04	Proposed FY 04-05	Proposed FY 05-06	Proposed FY 06-07	Totals
Normal Pay (Salary & Benefits for part time staff)	(\$10,718)	(\$13,549)	(\$16,734)	(\$26,480)	(\$25,644)	(\$27,439)	(\$29,360)	(\$31,415)	(\$181,338)
312 Professional Services (consultants)		(\$10,000)	(\$10,500)	(\$2,500)					(\$23,000)
341 Office Supplies		(\$475)	(\$12)						(\$12)
342 RM Supply									
343 Other Operating Expenses	(\$2,500)	(\$11,281)	(\$12,880)	(\$565)	(\$1,500)	(\$1,000)	(\$1,000)	(\$1,000)	(\$31,507)
361 Dues & Memberships		(\$259)	(\$183)	(\$738)					(\$2,289)
363 Travel		(\$1,281)	(\$1,370)	(\$30,283)	(\$27,144)	(\$26,439)	(\$30,360)	(\$32,415)	(\$238,773)
Total for Administration	(\$13,218)	(\$35,545)	(\$41,370)	(\$30,283)	(\$212,794)	(\$163,439)	(\$30,360)	(\$32,415)	(\$659,523)

Total for Expenditures

(\$13,218) (\$35,545) (\$41,370) (\$30,283) (\$212,794) (\$163,439) (\$30,360) (\$32,415) (\$659,523)

Total Accrued Expenditures

(\$13,218) (\$48,763) (\$190,232) (\$220,515) (\$433,309) (\$596,749) (\$627,108) (\$659,523)

Available Balance

\$261,021 \$225,476 \$84,007 \$283,278 \$278,202 \$166,498 \$136,138 \$103,723

Total 99-03 Administration	(\$120,415)
Total 99-03 New Projects	(\$89,500)
Total 99-03 Maintenance	(\$10,600)
TOTAL EXPENDITURES 99-03	(\$220,515)
Available Funds (04-07)	\$542,731
New Projects	(\$320,690)
Admin	(\$118,359)
Balance Left for Maint.	\$103,723

Art in Public Places Cash Reconciliation
As of 12/16/2003

Project Name	AIPP Amount by Ordinance	Amount Transferred 03/31/2000	Amount Transferred 03/31/2003	RDA Amount Transferred 10/08/2003	Amount Transferred 10/01/2003	Unfunded
Bass Museum of Art	\$85,770.00	\$54,000.00			\$31,770.00	
Colony Theater	66,849.25			66,849.25		
Crespi Park	983.05					983.05
Fairway Park	5,270.00		5,270.00			
Fire Station No. 2 (based on A/E estimate)	37,987.34		37,987.34			
Fire Station No. 4	25,138.00		25,138.00			
Flamingo Pool	4,530.83					4,530.83
Lummus Park	3,828.71				3,828.71	
Miami Beach Golf Club and Clubhouse	43,744.00		43,744.00			
Miami Beach Golf Club Restrooms	1,933.16					1,933.16
Normandy Isle Pool	15,017.37		15,017.37			
Normandy Shores Golf Course Restrooms	5,270.00			5,270.00		
North Shore Park & Youth Center	76,000.00		76,000.00			
Palm Island Guard House	2,002.07					2,002.07
Regional Library	131,585.00	105,187.00	26,398.00			
Scott Rakow Youth Center	37,233.09					37,233.09
Seventh Street Garage	115,052.00	115,052.00				
S. Pl. Streetscape (Wash. Ave. & 3rd St.	100,000.00			100,000.00		
Stillwater Park	2,162.57					2,162.57
Tatum Park	2,890.01					2,890.01
Total Confirmed Amounts	\$763,246.44	\$274,239.00	\$229,554.71	\$172,119.25	\$35,598.71	\$51,734.78

Note: The following projects will contain an AIPP allocation. Actual AIPP amounts are not available as projects are in the beginning stages of design or have not yet begun design.

- | | |
|----------------------------------------------|-------------------------------------------|
| * Beachfront Restrooms | * Parks Maintenance Facility |
| * Flamingo Park / Prop. MGT. Facility | * Public Works Facility & Yard Renovation |
| * The Garden Center Botanical Garden | * City Hall Parking Garage |
| * Miami Beach Golf Club Cart Barn | * New World Symphony public/private |
| * South Pointe Park | * Indian Creek Greenway |
| * Collins Canal Pedestrian and Bicycle Trail | * North Beach Recreational Corridor |
| * Altos Del Mar Park | * Normandy Shores Golf Clubhouse |

**CITY OF MIAMI BEACH
ART IN PUBLIC PLACES PROGRAM
5 YEAR MASTER PLAN (04-08)**

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INTRODUCTION TO THE MASTER PLAN

Required Consistency

More than any city in the Americas, the City of Miami Beach has an urban image of 20th century architecture, design and art. Proof exists in the sale of millions of DECO and MIMO hotel postcards, in the reputation of the Wolfsonian Museum, and in the vast number of film, print, television and video backdrops.

More than any city it's size in the United States, numerous international and American collectors of contemporary art reside in and visit Miami Beach. Witness the success of Art Miami and the future of Art Basel Miami Beach.

In unusually high percentages, hotel and residential developers utilize trendy, high quality design and art as a feature to attract guests and buyers. The Delano Hotel, the Sagamore Hotel, and the AQUA Complex, are just a few examples.

From time to time, the City Commission and City staff support this visual celebration with unique artistic additions to civic projects. Just watch the smiles of citizens examining the interior court and elevator floors of City Hall or the visitors pointing at the colorful lifeguard stands on South Beach.

Yet when an objective view is given to the City's official Art in Public Places (AiPP) program, a surprisingly under-funded program exists compared to other cities of comparable size and reputation to Miami Beach.

In the same roughly 20-year period, Santa Monica, California has produced dozens of public artworks that are now part of the city image. With similar population, square miles and city budget size, Santa Monica's public art program has a consistent budget of \$135,000 per year, not counting the special bond-funded projects.

In its six (6) square miles with universities and 100,000 residents, Cambridge, Massachusetts has a basis public art budget of \$100,000 annually and two (2) full time employees to manage projects, write grants, organize conferences and conserve artworks.

Cities of comparable reputation and demands on city services such as San Francisco, California dedicate 2% of construction budgets of buildings, parks and many infrastructure projects. Artistic bus shelters, sidewalks, retaining walls and benches have become positive aesthetic additions to the city. In a groundbreaking public art program with millions of dollars, Phoenix has let artists working with engineers create a visual image for the city through highway sound walls, sidewalks, light poles, park shelters, etc. The citizens of Seattle, Washington, with the city in its worst economic downturn since the 1970s, continue to fund public art into every corner of the city.

These cities smartly utilize the visual abilities of artists. Their enhanced cityscapes support the daily quality of life, inspire civic pride and create memories for the tourist and resident.

RECOMMENDATION #1: RESPOND TO OPPORTUNITIES FOR ART

The City of Miami Beach knows the power of visual arts images. Unique to itself in the nation, Miami Beach has always sponsored public art projects when it just seems like the right thing to do. From the Carl Fisher Flagler Memorial to the Lincoln Road Revival, funding has been found for the arts. The 11 Electrowave bus wrap designs by local artists, the temporary outdoor sculpture at Collins Park, and the future pump station screen "Corona del Mar" to be sited at the public plaza on Third Street and Washington Avenue, are current examples.

The City of Miami Beach strives to achieve these visual images when the opportunity presents itself. The City should never lose the positive responsiveness to citizen or Commission initiatives like the Holocaust Memorial and the City Hall Floor or artist initiatives like the Christo's pink island wraps or Betancourt's beach icons.

The first recommendation to respond to opportunities for public art requires a full-time program administrator, a consistent budget, and initiatives and opportunities for public art. Funding is required to develop support features such as lists of talented public artists, sample contracts and on-line databases of ideas from around the world, potential donation sites and improved Capital Improvements with Art in Public Places management procedures.

RECOMMENDATION #2: CONSISTENT FUNDING FOR ART IN PUBLIC PLACES

The City of Miami Beach has benefited from a sustained program to preserve, celebrate and promote the City's DECO and MIMO architectural heritage. This program includes both control and encouragement of the private sector development and the design of buildings and infrastructure by the City itself. With a successful record, it is "consistency" of the years that taught every City agency and private developer the requirements to preserve this heritage.

The Art in Public Places program has been denied the type of funding and program consistency that permits the Historic Districts to be successful. Outside of the Department of Tourism and Cultural Development, the agency heads and construction managers have very little experience working with artists. Unlike the Historic Districts, these managers do not have public art incorporated into their thinking on design and construction. Only consistent funding can create the habits among other agencies that lead to the incorporation of esthetic requirements that are enjoyed in the historic districts of Miami Beach, and in the public art programs of Portland, Seattle, Santa Monica, Phoenix, San Diego, Houston, Austin, Denver, and many more.

The second recommendation is that the City's existing Art in Public Places Ordinance ("Ordinance") be amended to create a consistent base of funding for the Art in Public Places at a level of \$1.50 per resident annually from the capital budget (national average for successful public art programs). This is minimum base funding. Additional annual funding is required for full-time Art in Public Places staff, artwork maintenance and promotion/education. Above the base \$1.50 per resident, further additional funding is recommended that could result from major private/public partnerships as per the recommended/proposed changes to the Ordinance, as well as the addition of a percent-for-art initiative in private development. When amending the Ordinance, a simple method to calculate the AiPP allocation per City construction project should be created that does not require judgement as to project eligibility, as currently exists in the Ordinance.

RECOMMENDATION #3: NEW ADMINISTRATIVE PROCEDURES

The successful integration of the public art program requires successful coordination with the various agencies. The most important are the Capital Improvements Projects (CIP) Office, Planning, Property Management, Public Works and Parks. This plan makes recommendations for annual AiPP project development processes that will coordinate the various agencies, the CIP Office and the Annual Budget adoption. Other recommendations include collection maintenance assessment and cataloging, on-line database for multi-agency project coordination, and interagency memos of understanding regarding planning, initial costs and long-term care.

SUCCESS IN THE FUTURE

The Art in Public Places program was kick-started in 1999 with the passage of the GO Bond by the citizens of Miami Beach. Before then, only three (3) AiPP artworks had been purchased for the Police Headquarters building in 1992.

At this time, all AiPP funding from the GO Bond, Bass Museum addition and Regional Library, and other existing projects has been assigned. In other words, without additional funding, once the existing funding has been expended, no other AiPP art works will be created and installed. Possible future projects that may contribute funding toward the AiPP fund are the proposed parking garage behind City Hall, the 17th Street City Center Complex, and private development on public property. If and when these projects become a reality, without the infusion of additional projects, or additional funding, the AiPP program will be stunted again.

Consistency is required. With consistency you will encounter the significant opportunities for relationships that will make the program an important contributor to the reputation and quality of life in Miami Beach. Public Works has many neighborhood improvement projects such as sidewalks, street-end places and landscaped right of ways that can benefit from the ideas of an artist. Collins Canal Design with its new retaining structure and pathways will be a magnificent opportunity for an important art project through the heart of the city linking the cultural district with the Convention Center and Holocaust Memorial. New trails, bikeways and paths like Indian Creek could spread art throughout the city.

Collaboration with the Historic Preservation Board could lead to the restoration and conservation of Miami Beach historical monuments and possible purchases of historic sculptures and murals from private dealers or collectors. Many of the 1920's Carl Fisher Polo Park and Collins Island sporting statuary were destroyed years ago, and his signature piece, the Flagler Memorial obelisk with allegorical statuary situated on Monument Island in Biscayne Bay, is in jeopardy of deterioration.

Given Miami Beach's position as the center of the Americas, it is only logical that buildings, plazas, streets and parks should reflect the highest cultural ambitions. With the right support, the staff and citizen volunteers, the Art in Public Places program can contribute dramatically toward that goal.

|

GOALS

Art in Public Places programs around the world discover goals that respect the general values and cultural aspirations of the community they serve. But the very best add a layer that sparks a flowering of creative works that add richness to the character of a place or city.

In Miami Beach, creativity and innovation are part of the city. Respect and value for modern architectural design is essential to its definition. Film, fashion and music transmit the spirit of the city around the globe. Through partnering with creative institutions and city agencies, public art will take its significant place as a memorable experience and image for citizens and tourists to come.

The Department of Tourism and Cultural Development's mission is to enrich the economic and cultural fabric of Miami Beach through the support of tourism, production, and entertainment by fostering events and cultural arts programming. The Cultural Division of this department includes not only Art in Public Places, but the Bass Museum, the Cultural Arts Council and a relationship with the Cultural Arts Trust as well. More opportunities will become available for the Art in Public Places program to enhance the growth and vibrancy of the community through existing and expanding partnership opportunities. The overall impact will be a more enhanced and energized experience for the resident and visitor.

Goals for the Art in Public Places program include:

- Overseeing the City's public art collection
- Enhancing the physical environment of Miami Beach with artworks of the highest level of quality and suitability for the site
- Serving as the coordinating body for all public art and memorial projects on City property
- Building partnerships with the private sector, non-profit and community groups that connect the AiPP projects to the life of the City
- Encouraging participation by artists based in the City and the County area
- Serving as an active source of information about public art.

PARTNER FOR IMPACT

Public Art in a Dynamic Community

The City of Miami Beach is a dynamic, vibrant community with the unique physical attributes of its architecture, beaches, nightlife and prime geographic location in the Western Hemisphere. Residents, South Floridians and international travelers seek out the pleasures of Miami Beach for a night, week or lifetime. Businesses in the arts, design, film, entertainment, music, dining, hospitality, travel, tradeshow and property development invest in Miami Beach as long as the City continues to be a desirable center of positive growth. Growth means opportunities.

The primary premise of this Master Plan for Art in Public Places is to maintain flexibility and grasp opportunities caused by the dynamics of growth. These opportunities lie within all sectors of the economy of Miami Beach - private, public and non-profit.

The history of public art in Miami Beach started in the private sector with artworks commissioned by Carl Fisher to enhance the desirability of property for sale. Nearly 90 years later, Craig Robins of the Dacra Companies will be installing new artworks for his AQUA Complex on Allison Island. The historic concrete and ceramic details of DECO and MIMO architecture were necessities of a successful hotel, theater, club or apartment building. Today, renovated hotels such as the Sagamore and the Delano utilize contemporary art and design as features to attract their clients and to add to the overall flavor of the City. These are opportunities grasped by the private sector which in turn respond to the investor, resident and tourist from all continents.

In the last few decades, the non-profit sector has found a successful niche. The Art Center South Florida helped to revitalize the Lincoln Road pedestrian corridor by displaying painting, sculptures and prints in a variety of storefront windows. The Miami City Ballet with its dance studio windows at street level and the Bass Museum of Art with its changing outdoor sculpture vitalize the cultural campus of Collins Park. With the huge influx of art buyers for Art Basel Miami Beach and Art Miami, volunteer groups of artists (with the support of galleries and collectors) organized temporary events throughout the city to include many gardens, hotel rooms and commercial public spaces. With the importance of the Jewish community in Miami Beach, America's most powerful Holocaust memorial rose out of the historic pain and contemporary generosity. In each case, the formal and informal organizations found opportunities and made them happen.

The City of Miami Beach has found ways to support these private and community efforts with its own inventiveness. The City led the way with Lincoln Road's intensive artistic splendor through the white architectural follies by Morris Lapidus; the striped pavements, concrete balls and tile fountains; and the 1990's dynamic kiosk by Carlos Zapata. Created quickly by construction teams of the Property Management department, the beach lifeguard stands by William Lane have now become a primary international symbol of the Miami Beach.

Other agencies have found ways to contribute to Miami Beach's success. The Parking Department's magnificent plant-covered parking garage had been an architect's dream that Miami Beach accomplished. The Environmental Division of the Public Works Department gathered the

remaining Bacardi concrete bar (and Bacardi's public relations machine) and submersed it as a dive site off of South Pointe Park. Today they are working with a Key West sculptor to make another dive site as environmental mitigation for beach re-nourishment.

In other ways, the City has let things happen that enhance the reputation of Miami Beach and as a result, created major new artworks for the world at large. Christo's Pink Island wraps and Carlos Betancourt's beach icons still reverberated around the world. In the past year, the Department of Tourism and Cultural Development's division of Arts, Culture and Entertainment scooped up the failed County project and created the exciting Miami Beach Festival Season temporary outdoor sculpture display of eight-foot tall flamingos during the summer of 2002. These were opportunities "not lost".

As Mayor David Dermer wrote in his 2002 state of the City speech, *"In addition to the thousands of room nights generated, these (arts) events sent positive images out to the worldwide media in ways that advertising could never buy."*

But finally, in its most important artistic achievement, the City recognized the significance of its architectural heritage. Through the efforts of many people and the institution of the Historic Preservation Board, the streets and buildings are a giant artwork with no comparable American example. Miles of enchanting building facades, entry courts and landscaping have turned Miami Beach into America's #1 walking city. With the recognition of MIMO and later modern architecture, Miami Beach will again lead the way by grasping the opportunity within.

EXISTING OPPORTUNITIES FOR PUBLIC ART

PRIVATE SECTOR OPPORTUNITIES

Many leaders and arts supporters in the private sector recognize the value of public art in creating the atmosphere of a dynamic, creative city where people want to live, work and play. This lively atmosphere increases the value of private land and property in the city. These individuals and businesses would welcome simple methods to foster the positive atmosphere through public art.

Priority: Develop and administer simple methods for contribution by the private sector and encourage the following:

- Purchase and display of artworks in the public areas of new developments.
Example: Richard Haas mural formerly at the Fountainbleu Hotel and the Tuttle mural to be installed at the AQUA Complex
- Design and lending of sites for new public art on private property.
Example: Video Projections/ Murals (Wolfsonian, 407 Lincoln Rd)
- Private sector contributions to public projects in close proximity.
Example: Miami Beach Golf Course Lake (The Meridian Lofts and the Chamber of Commerce)
- Donations or loan of existing artworks to be sited on public or private lands.
Example: Art Basel Miami Beach Sculpture Garden at Collins Park

NON-PROFIT SECTOR OPPORTUNITIES

The non-profit sector of museums, performing arts groups and educational institutions can benefit from public art projects that enhance their programming, outreach and public awareness.

Priority: Collaborate with and encourage the non-profits to utilize visual artists and public artworks to take their messages to the general public. Match AiPP projects with non-profits through the following:

- Collaborate to enhance the public education and celebration regarding new public artworks through relevant museum exhibitions or performances.
Example: Rededication of the Miami Beach "Mermaid" sculpture to coincide with the Roy Lichtenstein retrospective at MOCA
- Discover methods that the public art project provides programming to non-profits.
Example: Collins Park temporary/permanent sculpture display
- Bring media attention and street-level awareness to non-profit organizations.
Examples: "Miami-eye-guy" wall mural by Kenny Sharf and "Flamingos on the Beach" and "Miami Beach Balls" outdoor sculpture projects

PUBLIC SECTOR OPPORTUNITIES

Public sector opportunities exist to assist other City of Miami Beach departments and to collaborate with other governments such as Federal (Army Corp of Engineers), State (FDOT), Miami-Dade County and adjacent cities.

Priority: Be attentive to the needs of other City & non-City agencies and propose methods to solve their needs via public art.

Examples: Large format projections, gateway signage, and pump station visual screens.

EXPANDING OPPORTUNITIES FOR PUBLIC ART

ENCOURAGE BY EXAMPLE

The AiPP Program will encourage the public, private and non-profit sectors to participate in public art through demonstration projects of the AiPP.

Priority: Create the demonstration projects and distribute printed materials to educate about public art possibilities.

- Example: Electrowave Shuttle Vehicle Designs

MAKE PUBLIC ART "DOABLE"

As much as possible, prepare "how to" information for interested parties. Public art will not happen unless it can be implemented as part of the normal project development.

Priority: Given limited [TCD/ACE] staffing, maintain a complete list of on-call consultants, architects, public art consultants and art curators.

- Example: Sagamore Hotel Art Collection and "Flamingos on the Beach"

ASSIST OTHER AGENCIES

Other City agencies will be encouraged to utilize artists to achieve their goals. AiPP will be a resource for artists and designers that could provide various services from neighborhood arts projects to concrete fabricators.

Priority: Develop a list of local artists and their skills. Utilize the artist registry for the City, Miami-Dade County, Broward County, State of Florida and others.

- Example: South Beach Lifeguard Stands and Electrowave Shuttle Vehicles

COLLABORATION WITH OTHER BOARDS

As a city with some of the 20th century's highest architectural accomplishments in both historic landmarks and new architectural design, Miami Beach has an attitude of modern design excellence that is protected through the Historic Preservation Board (HPB) and the Design Review Board (DRB). Collaboration with these boards could lead to both new buildings with appropriate artworks and public art that supports the character of the historic districts.

Priority: HPB, DRB and AiPP will benefit from the input from board members and the inclusion as selection committee members to keep the communications open to foster a more vibrant and meaningful environment for our residents and visitors.

PUBLIC ART "LOCATIONS"

Like the exhibition halls of the Convention Center for national trade shows or the streets of Miami Beach for "Film and Print locations", various public spaces of Miami Beach could be identified as locations for donations of permanent or temporary public art. Individuals, corporations, non-profits or groups of artists would utilize the pre-approved "locations".

Priority: In conjunction with various City departments, the Convention Center and Film and Print Division, develop a list of pre-approved sites in order to bypass the project-by-project application requirements from the agencies.

- Example: Botanical Gardens and Collins Park for "Art Basel Miami Beach" outdoors installations, and the Byron Carlyle, the Jackie Gleason, and the Wolfsonian for digital murals or video projects.

MAINTENANCE OF QUALITY WITHIN AN OPEN SYSTEM

The proposed open process for increasing the energy of Miami Beach through public art generates fears about the quality of art in the public realm. But a review of the history of Miami Beach does not support this fear. City leaders, city staff and developers understand the necessity regarding the maintenance of high aesthetic standards. These leaders have put intelligent protections in place with city board membership qualification requirements and related board/committee (HPB, DRB, AiPP) review, selection, and recommendation process.

Priority: Maintain collaborative review process between CIP, HPB, DRB and AiPP, as well as support the organizations such as Miami Modern (MIMO), Art Deco (DECO) and Design + Architecture (D+A) that have historically promoted good design in Miami Beach.

ENHANCE THE QUALITY OF LIFE

Public Art in the Daily Life of Citizens

"I am proud of the fact we are one of the few communities which continually rises to the challenge of balancing those very important quality of life issues for our residents along with being an attractive and exciting world-class destination for our visitors" David Dermer's 2002 State of the City Address

Enhanced quality of life is a prime motivator of any city government. The City Manager's Five Year Vision Statement (2001) speaks very directly: "To make the City of Miami Beach a cleaner, safer, more beautiful and vibrant community..." or another passage, "higher quality services and enhanced quality of life..."

After the basics* have been met, quality of life is more like a menu for a wide variety of people. Some citizens will pick basketball courts, others public art - and some both. But without question, many citizens of Miami Beach value the arts and good design. Public Art, like the Bass Museum or Miami City Ballet, validates these citizens' belief that the City matches their life style. Miami Beach is their home.

This value of art, design and creativity is the future of economic success according to Carnegie Melon University professor of economic development, Richard Florida. In his theory**, cities must attract the new "creative class" with hip neighborhoods, an arts scene and a gay-friendly atmosphere -- or they'll go the way of Detroit. Civic investment in satisfying the needs of this citizen group (so clearly established in Miami Beach) will support the future of all citizens.

*Note: The economic contributions of the arts by attracting regional visitors and international tourists supports those basics.

**Note: "The Rise of the Creative Class" Richard Florida, Basic Books, 2002

PHYSICAL ACCESSIBILITY

If the art will enhance the quality of life of the citizens, it must be available. This seems obvious and not many public art projects are behind locked gates in the USA, but frequently a true evaluation of the numbers of people and drama of the artwork is not made.

Priority: Easily accessible and seen by a broad range of citizens everyday.

AESTHETIC ENTICEMENT

For those people that value art as part of their selection from the menu of civic qualities, not just any art will succeed. The Miami Beach arts community is focused in two directions: high quality modern design starting with the DECO period and the best of very contemporary, museum quality artworks.

Priority: Modern design and artworks of contemporary art museums quality.

VIBRANCY

Vibrant is a word about interaction: people with people and people with the environment. Bright colors, motion, electric lights and "playing with the art" contribute to the energy of a place. Changing activities like temporary artworks add to curiosity about a place. The vibrancy can contribute to public safety as proven in Crime Prevention Through Environmental Design (CPTED) principles that space is safer when it attracts a diverse group of people.

Priority: Energy and attention to a place through permanent vibrant artworks or changing temporary works that engage the resident and visitor.

MAINTAINABILITY

Nothing can decrease the quality of life and attitudes of the citizens in a city like poor maintenance and repair.

Priority: Preserve existing artworks and understand the requirements of future care and maintenance before accepting new artworks.

ENHANCEMENT AND EXPERIENCE

If a citizen does not know about the attributes of a city, he/she will most likely not experience them. Quality of life is enhanced when a citizen participates in something of value to that person.

Priority: Printed matter and digital media that informs the citizens about the artworks in Miami Beach. This public relations effort could be part of the effort to attract the private sector to buy in to the percent for art program and contribute to the purchase artworks for public spaces.

ENERGIZE THE CITY

Temporary, Changing Public Art

Every city, town or neighborhood is best equipped for success if it knows the unique qualities that create its sense of self-identity for the citizen. For Miami Beach, special events, nightlife and just pure human energy play a major role in the "unique urban environment" called for in the City Manager's Five Year Vision. Public art has and must continue to energize Miami Beach by consistently revitalizing its uniqueness.

Energy and events come in two packages for public art: "place energy" and "event production". In place energy, permanent art contributes to the dramatic spirit of the street, park or plaza. The Julia Tuttle gateway signage "Celebration of Lights," by Jim Morrison, gives energy back to the place. Originally a temporary artwork, by popular demand, this artwork has become an icon. The nightclubs of South Beach create their own sort of public art in signs, entrances and people waiting on the sidewalk.

Of course, place energy can be quiet. Public art enhances space and gives it purpose. The Holocaust Memorial is the most poignant. The center of Flamingo Park calls out for a quiet place of repose and reflection.

Event production is the impetus and support of temporary activities for tourism and cultural development. The hot summer "Festival Season" depends on events like "Flamingos on the Beach" and "Miami Beach Balls" to bring visitors from near and far. The Arts in North Beach programming with the Festival of the Arts as its anchor event are in their third year of promotion generated from large format wall murals on the side of the Byron Carlyle Theater. As a result, many large and small art installations in gardens, hotel rooms, storefront windows, empty buildings and sidewalks in turn spring up from nowhere to welcome the artworld to Miami Beach. Public art can be a catalyst in collaborating with events and celebration such as the 2004 unveiling of the "Beatles Mandala" mosaic tile project in North Beach to commemorate the 40th anniversary of the Beatles' stay at the Deauville Hotel during their first tour in America in 1964.

Various cities have established places and technologies to facilitate public art as an event. Las Vegas has a 300-foot long electronic digital canopy that is programmed by artists. Auckland, New Zealand, is currently planning a 100-foot tall laser tornado by artist Peter Roche to move in and out of city towers. In London, temporary sculptures are commissioned for the only empty monumental 19th Century sculpture base on Trafalgar Square. Miami Beach will benefit from careful planning of the Collins Park and City Center public spaces to include public art.

Given budgetary constraints, the AiPP energized events may be more modest events such as the Bass Museum's changing outdoor sculpture exhibition. But through collaboration with non-profit or private companies, flamboyant video or laser projector use may fill blank facades with new artist images every night in years to come.

PERMANENT SITES FOR TEMPORARY ARTWORKS

The AiPP program would create the infrastructure for temporary, changing artworks in different media. These sites and technology would be associated with other events and organizations to program the visual arts activity. The City could supply maintenance and security during the activities.

Proposed permanent sites for changing artworks include:

- Collins Park sculpture garden with lighting, electrical power and sculpture bases if required, and possibly the Indian Creek Greenway to include Brittany Park.
- Video projections on the Byron Carlyle, the 17th Street Parking Garage, the 407 Lincoln Road Building, and the Wolfsonian, to name a few.

MANAGEMENT

Although the AiPP program began in the 1980s, a percent for art initiative lay dormant for many years. When new projects started to materialize with the passage of the GO Bond in 1999, AiPP has struggled to become a full fledged program.

Shortly thereafter, the City created a Capital Improvements Projects (CIP) Office to centralize construction budgeting, planning and management. As a result, people and procedures were in flux for the issues confronting the newly commissioned AiPP projects.

The City has for the most part successfully dealt with the commissioning of its first two new artworks since 1992, the "Circle" wall in 2001, and "Corona del Mar" sculpture in 2002. Throughout the interviews and committee meetings in writing this master plan, all parties called for clear procedures and responsibilities for implementation as well as early AiPP involvement in capital project facility planning, design and construction.

The following text is not a comprehensive management plan. It does, however, describe some immediate steps, such as the appropriation of AiPP monies from capital projects that are complete or nearing completion. In the other places, the text outlines methods to get the most out of a particular public art project either through new artistic criteria or planning for the lifespan of the work. The recommendations will clarify the operations of the program, but leave the flexibility to respond to the realities of various departments and agencies.

Attached to this master plan is a set of suggested guidelines to follow for the successful management of an Art in Public Places program for the City of Miami Beach.

THE LIFESPAN OF ARTWORKS

Maximizing the Civic Investment

Public art is a unique civic animal among government programs. Government services tend to be positive improvements in the beginning and then decrease in value. For example, the school system has an immediate positive effect on the children, but in the long-term, the majority of children as adults move to new cities. A new fire station provides better service to the community right away, but loses value when technology changes.

The City of Miami Beach AiPP program can have BOTH an immediate and positive affect on the that will in turn increase in value overtime.

Planning for Art in Public Places should conceptually be divide into two parts. Only a few cities such as Seattle and recently Philadelphia exploit the tremendous civic potential in planning, making and installing the artwork. Most cities do exploit the dedication, image and reputation of the artworks once in the public realm. But it is a rare, perhaps unknown, for a city to plan the civic value of both making the artwork and living with the artwork.

Miami Beach is the place to take on the splash and the long-term value of public art. Connections to the media and international arts events like Art Basel Miami Beach guarantee the ability to capitalize on new projects. The experience gained through the success of the Historic Preservation and Design Review Boards guarantees knowledge about how long-term care and media promotion of artworks can benefit the City.

SPLASH

Every project should be considered for its immediate impact on groups of citizens, the cultural tourism and/or the media. Projects can be planned to grab attention through a variety of means:

- Collaboration with particular groups of citizens to create or commission the artwork.
- Competitions for a significant work with international interest.
- Artworks focusing on popular events such as the Beatles' Tour of 1964/2004.
- Securing unusual artworks from famous artists or situations.

LONG TERM VALUE

Before starting the project, it should be shaped to create a long-term impact. This fits easiest into permanent artwork. But temporary works like Christo's "Surrounded Islands-1983" created a long-term memory. Collaboration with Art Basel on temporary displays solidifies a long-term relationship. Goals for long-term value include:

- Increase the economic value of the artwork itself by selecting the best artists.
- Establish on-going contribution to the perceived quality of a geographic territory resulting in higher property values.
- Seek visual image for civic promotion to certain markets.
- Retell important stories such as the Holocaust.
- Create new permanent markers about today that will be the future history of tomorrow.

UNCOMMON PUBLIC ART

New Selection Criteria for Miami Beach

Our cultural arts define our community in so many ways. It is our heart and soul.

David Dermer's 2002 State of the City Address

The Art in Public Places Ordinance establishes six (6) criteria for the selection of artworks, of which three are artistic: appropriateness to the site, quality of the work and reflection of enduring qualities. These criteria are basic to "any public art program anywhere", but are not particular to Miami Beach. The City's program should identify those attributes that will contribute over time to a rich set of characteristics that represent Miami Beach.

THE UNCOMMON

"Uncommon" is the most recommended goal for Miami Beach. This word expresses what is to be anticipated by both the resident and visitor. Everyone hopes to see something special in Miami Beach during a night out on the town. The word suggests "innovation" and "creativity" and may lead to "an attraction." It requires brave artistic risks and looking outside current ideas to stay ahead of the curve.

THE MOMENT

The moment is some image or experience that remains lodged in the human memory. The moment is usually thought of as a big "wow" like standing at the foot of the Statue of Liberty. But a moment can also be one of intimacy such as a secret place to watch a sunset. Each person has these remembered images and feelings that were discovered in childhood or elder years.

THE CENTER OF THE AMERICAS

The body of artworks that the City collects or supports can reflect its position at the center of the Americas. In Miami Beach, people from all places expect to make connections with people and things from all places. Miami Beach Art in Public Places can celebrate this fact.

THE MODERN VINTAGE ACQUISITIONS

With DECO, MIMO and the Wolfsonian, Miami Beach is the premiere location to experience modern 20th century architecture and design. Miami Beach Art in Public Places could follow in this tradition with the purchase of historic modern works or new artworks that learned from the tradition.

ADMINISTRATIVE MODIFICATIONS

Managing a Public Art Program

A good public art program requires (1) supportive directions for compliance from the Office of the City Manager, (2) a reliable, consistent budget and (3) at least one full-time program manager or coordinator. With these elements, cities across the United States have instituted public art programs that run relatively smoothly and contribute positively to the municipality. Above all other objectives, the AiPP program requires these three features.

It is very important to recognize that from time-to-time, public art will not be accepted fully by various non-art agencies or consultants such as architects and engineers. The resulting administrative discomfort is normal. Some of the recommendations, especially memos of understanding, will help mitigate any potential problems.

FINANCE AND BUDGET

The AiPP program requires a series of agreements on the fiscal budgeting and management primarily between the AiPP staff, operating departments, Finance and Budget. The City Manager's Office may be required to resolve certain issues. A legal opinion (6/02) stated that the language regarding eligible construction costs required clarification. Discussions took place and efforts have been made to draft amendments to the Ordinance in order to broaden the definition of public facilities, and streamline the funding process.

Priority #1: Transfer Overdue AiPP Funds. CIP and Finance have since reconciled the past due appropriations and made a transfer in March of 2003. The unfunded balances are to be appropriated with the annual capital budget FY 03-04 and 04-05.

Priority #2: New policies to Calculate 1.5%. City-wide agreement on the policies and procedures to calculate and verify the 1.5% of appropriate construction projects are to be created.

- Write and distribute the policy and procedures in terminology appropriate to construction project cost estimating.
- Amend the AiPP Ordinance to clarify the qualifying costs for 1.5% calculation.
- Establish methods for timely coordination review and verification of 1.5% calculation between project managers and AiPP-coordinating staff.

Priority #3: Timely Transfer to Fund 147. Timely transfer and management of all required AiPP dollars from individual construction projects to Fund 147.

- Finance will transfer all appropriated AiPP moneys to Fund 147 within 30 days of the Commission action.
- Standard language for the appropriation and transfer of AiPP monies will be developed and distributed for use in all resolutions that appropriate eligible AiPP construction projects.

Priority #4: Annual Capital Budget. With the implementation of the proposed annual capital budget appropriation, the AiPP moneys would be appropriated and transferred simultaneously.

- Fund 147 would be annually presented to the City Commission as a chapter of the annual capital budget.

CONSTRUCTION AND PROJECT COORDINATION

Excellent communication (written and verbal) and clear responsibilities have very positive implications in management of artworks created for new buildings, cityscapes and infrastructure.

Priority #1: Establish Guidelines. Create a memorandum of understanding (MOU) for each AiPP project. The MOU is to be signed by the AiPP staff, and other appropriate departments. At a minimum, the MOU should include the following:

- Financial responsibilities.
- Management responsibilities.
- Related contractual responsibilities of the artist and architect/engineer.
- Definition of the potential or actual scope of the art project.
- Dispute resolution method.

Priority #2: Early Participation. Nothing leads to public art success like early participation by TCD in the City construction project. TCD is to be part of planning the project in order to facilitate the contracting of an AiPP artist(s) at the beginning of the project programming by the A&E team and not later than schematic design.

Priority #3: Coordinated Schedules. Through the leadership of particular construction project manager, TCD is to create a coordinated schedule with milestones and deliverables for the artist, architect and contractor for each project.

Priority #4: New Contract Language. With cooperation between TCD and CIP, develop appropriate contractual language for the A&E contract and Bid Documents relating to responsibilities for coordinating with artist's work.

- A&E contract will delineate time and services to be provided
- Bid Documents will describe AiPP coordination with and site access for the artist and his/her team.

Priority #5: Internet AiPP Database. It is recommended that an on-line database be developed by TCD for the management of AiPP project information and scheduling with joint access from TCD, CIP, artist, architect, contractor and other agencies.

PROJECT PLANNING

The Art in Public Places program should collaborate with other departments in mid- and long-range plans to improve the urban and natural environment of Miami Beach. This collaboration will set in motion (before a construction project is fully scoped), the methods by which art can enhance the objectives of the building or space.

Priority #1 Annual Planning Process. Establish an annual planning process to review the future plans of various departments and to discuss potential mutual benefits of an arts project. (See Appendix.) Key departments include

- Planning – include Design Review and Historic Preservation Boards
- Economic Development
- Public Works and CIP Office – coordinate artist contract administration
- Tourism and Convention Bureau

Priority #2: Major Long Term Artworks. Development and promotion of certain long term projects to build coalitions in support of the initiative. Examples include:

- MacArthur Causeway Gateway Signage Artwork
- Temporary Outdoor Sculpture Garden at Collins Park Cultural Center
- Monument at the central plaza of Flamingo Park Quad
- Memorial to the 1964 Beatles' Tour in New York and Miami Beach

Priority #3: Sites for Donated Work. Development of an initiative of seeking donated artworks and a list of pre-approved key sites for artwork and memorial donations.

Priority #4: Quick Response to Art Requests. Welcome and facilitate quick responses to proposals from many sectors including the City Commission, City Departments, other governments and the private & non-profit sectors. Response can be in the following forms:

- Manage artist selection process.
- Assist the private sector with navigating City government
- Facilitate the contract for an artist selected by another agency or group
- Partial funding

MAINTENANCE AND CONSERVATION

Throughout the United States, municipalities are struggling with the funding of maintenance of historical and modern public artworks. Money for care is an absolute necessity as delayed conservation results in dramatically escalated costs.

Priority #1 Funding for Maintenance. Within the Department of Tourism and Cultural Development, establish an annual appropriation for maintenance and repair.

Priority #2 Five Year Collection Surveys. Every 5 years, professional art appraisers and conservators survey all City collection artworks. The first survey would be more extensive as it must establish the ownership of a significant number of portable artwork in City Hall and other facilities. The report to include the following:

- Current market value and replacement value of the artwork.
- Each artwork's current physical condition with photographs and required repairs.
- Schedule for inspecting each artwork.

Priority #3 Interagency Maintenance Agreement. AiPP staff and the agency responsibility for facility maintenance surrounding a particular artwork will agree on the duties of each agency. These agreements prevent both neglect and sincere, (but damaging) maintenance by unprofessional staff. Agreements would include:

- A drawing showing the areas of AiPP maintenance and facility staff maintenance responsibilities.
- The date of an annual meeting between AiPP and on-site facility staff.

Priority #4 Maintenance Costs During Artwork Approval. The AiPP committee would set acceptable levels of annual maintenance costs for any particular new artwork. The artist would be required to present a maintenance schedule with estimated costs during the approval of the artwork. The AiPP committee and City Commission would need to establish accept and fund any costs above the pre-set levels.

ARTIST SELECTION

Finding the right artist for a new artwork is the single most important step in the AiPP program. The key to success is three-fold: (1.) knowing what you want, (2.) contracting artists with those

skills and (3.) forming a selection panel with ability to creatively match the needs with the talent. On a procedural basis, the main recommendation concerns contacting artists are:

Priority #1 South Florida Consortium Database. The AiPP staff could lead effort to "edit" and consolidate the South Florida Consortium Database and other public art databases of Miami-Dade, Broward and Palm Beach into a single list of artists interested in public art. This database would form the basis of postal service mailings and email notices of open calls for public art.

Priority #2 Finding the Best. For each project, the AiPP staff could take time as needed, to contact museum curators, gallery owners and other public art programs to seek out recommendations of artists with the required talents.

PUBLIC INFORMATION

Given the current, limited art collection of the City of Miami Beach, the AiPP program could lead the development of public information regarding the esthetic interests of Miami Beach. In addition to stand-alone publications, public art should be included with urban walking tours, art museum/art gallery tours and general tourism materials.

Priority #1 On-line Database of Public Artworks. AiPP has a web page describing its public artworks. This database should be expanded to other public artworks and details from modern buildings.

Priority #2 Urban Walking Tours. AiPP, working with other groups (HPB and DRB), request the incorporation of public art into the series of on-line and printed walking tours by the MDPL and the Chamber of Commerce.

Priority #3 Digital Photographs. AiPP program will develop and update a set of publication quality digital photographs of existing artworks. The photographs would be incorporated into the Film & Print Division location CD ROM and other tourism promotional materials.

* Note: For artwork selection, this consultant prefers the on-site curator selection process seen on some college campuses such as Western Washington University, University of California at La Jolla and University of South Florida at Tampa or the more open curator method utilized by Breckenridge in Australia.

PROJECTS AND FUNDING

The attached figures are preliminary, but represent an approximate estimate. Funding for AiPP was initiated in 1999. In 2002, a legal opinion reduced the interpretation of eligible construction projects that were to qualify for the 1.5% set-aside for public art. In turn, the Administration was directed to reconcile all the AiPP dollars based on this legal opinion and in March of 2003 a second transfer to the fund was made.

Based on these calculations, the AiPP program has few dollars with which to implement any unplanned projects. Even though private sector projects on public land such as the New World Symphony or 72nd Street Development would result in new funding, additional projects for eligibility as defined in the Ordinance would provide for a more substantial program.

CURRENT "APPROVED" PROJECTS

1. The ceramic tile wall mural "Circle" by Connie Lloveras at the North Shore Park & Youth Center and the stainless steel sculpture "Corona del Mar" by Paul Fullerton at the South Pointe Public Plaza.

CURRENT "PROPOSED" PROJECTS

1. Artwork for a meditation site (\$50,000)
2. Artwork for Collins Park (contribution \$150,000)
3. Artwork for Flamingo Park (vintage acquisition \$80,000)
4. Artwork for Citywide wall murals/projections (\$20,000)

ADMINISTRATION

The 2002-03 AiPP program staff position is funded 50% by the Department of Tourism and Development division of Arts, Culture & Entertainment, and 50% from the AiPP Fund 147. With implementation of the 5-Year Master Plan, a full time position is required. However, at the projected amounts of money in Fund 147, this funding mechanism may not be sustainable.

The overall direction of the leadership vision of this plan requires full time professional staff and a budget to educate the private sector, non-profit sector, City agencies and other governments. As with Film and Print, Special Events, Tourism, Culture, Economic Development, and Historic Preservation, a creatively funded AiPP staff position can more than return the annual investment.

APPENDIX

ANNUAL BUDGET PROCESS

Overall

The Annual Budget Process of Art in Public Places Program will be coordinated with the City's annual processes for Capital Budget development, approval and appropriation. This coordination requires annual meetings with various departments involved in planning, constructing and utilizing new and renovated facilities.

Capital Budget

The Art in Public Places Fund 147 will have its own section in the Capital Budget book that describes new and on-going projects and the determination of appropriateness of all new capital project sites. Each Art in Public Places project will have its own Capital Project page identical to any other Capital Project. The necessary language to transfer the AiPP moneys to Fund 147 will be incorporated into the annual adopted budget actions by the City Commission.

Transfer to Fund 147

With the adoption of the Capital Budget by the City Commission, the Finance Department will transfer all the dollars from various specific capital projects to Fund 147.

Date	Dept of Tourism & Cultural Dev.	AiPP Division	Other City Staff
Oct	Reviews Commission adopted budget and sets schedule of AiPP activities for fiscal year.	Develops project schedule for appropriated projects.	Reviews and comments on project schedule for appropriated projects.
Nov-Dec	Meets in depth with Planning Department	Sets invitation schedule for other discussions with other departments in Jan-Mar.	Planning Department briefs Committee on future directions.
Jan-Mar.	Meets with CIP, Public Works, and Parks to seek input.	Attends after action meetings when applicable	Presentations to AiPP Committee from Parks, Public Works, Visitor's Bureau, Cultural Arts Council, etc.
April May	Meet with City Manager to seek direction for next year's capital program and budget priorities Develop preliminary interests for AiPP staff research	Researches AiPP interests, seeks AiPP committee input, and develops potential budgets	Presentations by City Manager's Office & CIP Office on the direction for next year's capital program and budget priorities.
May	Develops priorities for AiPP new projects. Seek input from City Manager. Review AiPP budget for next fiscal year.	Transmits the AiPP committee priorities to TCD	Departmental comments regarding AiPP priorities sent to TCD and City Manager

Date	Dept of Tourism & Cultural Dev.	AiPP Division	Other City Staff
June- July	<p>Review final list of CIP projects and seek input from AiPP to determine if each project is an appropriate site for art or if the AiPP funds should be utilized at another location.</p> <p>Makes recommendation to City Manager with lists of potential projects, location and scope, as well as AiPP budget for next fiscal year.</p>	<p>Facilitates AiPP projects and incentives to TCD for inclusion in Capital Budget Book</p> <p>Confirms the correctness of 1.5% calculations on all new CIP projects.</p>	<p>CIP Office sends TCD final list of eligible CIP projects for next fiscal year.</p> <p>City Manager's Office incorporates AiPP projects into Capital Budget Book.</p> <p>Introductory page in Capital Budget Book includes the AiPP.</p> <p>Committee determination of appropriate and inappropriate sites for art.</p>
August/ Sept	As requested, testimony regarding the AiPP recommended projects.	Assists TCD in representing the AiPP Committee before the City Commission during budget deliberations as requested by the City Manager	As requested, testimony regarding the AiPP recommended projects.
Oct		<p>Presents FY Budget to AiPP and prepares schedule of activities for discussion.</p> <p>Monitors Finance transfers all appropriated AiPP dollars to Fund 147</p>	<p>City Manager's Office makes final corrections to Capital Budget Book with AiPP Program.</p> <p>Finance transfers all appropriated AiPP dollars to Fund 147</p>
Dec		Secures report from Finance on Transfers and Journal Entries.	Finance prepares report on the completion of all Transfers and Journal Entries

MAP OF PUBLIC ART

MIAMI BEACH ART IN PUBLIC PLACES GUIDELINES

PURPOSE

These guidelines map out the implementation of the City of Miami Beach's Art in Public Places (AiPP) master plan program.

MISSION

To promote the involvement of artists in projects throughout the city and to enhance the physical environment and celebrate the unique character and identity of the City of Miami Beach.

GOAL

Goals for the AiPP program include:

- Overseeing the City's public art collection
- Enhancing the physical environment of Miami Beach with artworks of the highest level of quality and suitability for the site
- Serving as the coordinating body for all public art and memorial projects on City property
- Building partnerships with the private sector, non-profit and community groups that connect the AiPP projects to the life of the City
- Encouraging participation by artists based in the City and the County area
- Serving as an active source of information about public art.

FUND

According to the City's AiPP Ordinance No. 95-95-2985, the AiPP program is funded by appropriations from Capital Improvement Projects, public-private projects, and any donations to the City by private developers or other sources. The fund shall be used for the selection, commissioning, acquisition, installation, maintenance, and administration of works of art as well as for publicity and education pertaining to public art.

Calculation: According to the Ordinance, 1.5% of the eligible construction costs of an eligible construction project may be used for the fund.

Expenditures: The AiPP Committee makes recommendations for expenditures from this fund to be approved by the Mayor and Commission.

The AiPP fund may be used for the following:

- Acquisition of artworks through commission or acquisition
- Costs associated with relocation or conservation of an artwork owned by the City
- Site preparation
- Collection management
- Program and project planning
- Artist and artwork selection-related expenses, including proposal honoraria

The AiPP fund may not be used for the following:

- Fees for the project architect, engineer, or any professional not contracted by committee, the artist, or the conservator (when applicable)
- Construction costs not associated with the artwork

The following breakdown is suggested to guide the AiPP Committee in making funding recommendations and to recognize that special needs and budget fluctuations may come into effect. Recommended annual distribution of funds:

- 15% for collection management, conservation and maintenance;
- 75% for new acquisition through commission or purchase, a portion of which may be used for community/artist-initiated projects.
- 10% for administration.

Non-City Sources: AiPP may apply to other sources for funding of specific projects. Funds received from other non-City sources will be deposited in the AiPP Fund. It is anticipated that funds from grants or other non-City sources will have restricted uses. Areas of non-City sources of funding to explore for the future are eligible public and private funds including certain bonds and development where applicable.

All citywide projects that meet eligibility requirements will contribute to the AiPP fund. However, not all project sites will receive artwork. Each year the Department of Tourism and Cultural Development shall identify prospective new projects and review the status of ongoing projects. This will require the balancing of many factors such as the activity of City departments and the public impact of specific projects. It will also require reporting from Budget to clarify the amounts contributed to the Fund.

PROCESS

The AiPP annual process will coincide with annual capital project planning and budgeting. The process will streamline project identification, but does not preclude introducing projects at other points during the year.

TCD will present the AiPP line items from the City's annual budget to the AiPP Committee. Based on the status of the AiPP Fund as allocated through the capital budget, discussions will be held to identify:

- Future projects that require art selection panels during the coming year
- Influence on impact, opportunity, distribution and administration
- Budgets for prospective projects
- Non-City projects to be administered by the AiPP program--either private development or projects selected through a proposal process
- Status of ongoing projects.

Priorities

- Projects where the artwork can have the greatest positive impact on the site or surrounding community
- Projects in the early phases of design that will allow the artwork to be fully integrated with the project
- Projects with pledges of strong community and/or private partnership
- Widespread distribution of projects in neighborhoods throughout the City
- Equitable distribution among City agencies, based on the portion of money contributed to the AiPP Fund
- Administrative capacity of the City to handle the project effectively.

Opportunities

One of the advantages of the AiPP Fund is that it is not necessary that all public art projects be linked to a City capital project. There are places in the City that merit projects where there is no immediate construction planned. As resources permit, a lump sum may be allocated from the AiPP Fund for such projects and a process for groups/artists to initiate projects may be implemented.

To encourage projects initiated by artists or community groups, and to ensure fair and uniform procedures for review and support of such projects, the AiPP program will administer a "Call to Artists" on an annual basis. Funds placed in the AiPP Fund and not spent on individual CIP projects may be used for this program. The AiPP program will circulate a call for proposals detailing the theme for each season

incentive to include the project budget and criteria for selection. Proposals may be for either temporary or permanent projects. Potential themes for this program could encompass a wide range. Examples include collaborations between artists and community groups or artists addressing a particular sector of the City, such as greenway or recreational corridor enhancement, large format display or projections, and temporary outdoor sculpture projects to provide opportunities for local artists.

COMMITTEE

The AiPP committee works with TCD to recommend program planning, site selection, artist selection, commissioning of artwork, review of design, fabrication and installation of artwork, maintenance oversight, as well as alterations, relocation, or removal of artwork from the city's collection. According to the Ordinance, the AiPP Committee is currently composed of seven members who live or work in Miami Beach and who are appointed by the Mayor and Commission. The terms are two years and are limited to three terms. Members serve without compensation. Diversity of artistic and cultural background, art or architecture education, professional skills, perspective and interest should be considered in making appointments to the committee.

DEPARTMENT

The Department of Tourism and Cultural Development (TCD) houses the Art in Public Places program. In 1999, the AiPP committee was transferred from the Department of Public Works to office of Arts, Culture & Entertainment, and the implementation of a program was initiated. In 2003, the TCD Department was formed with a cultural division to include Art in Public Places, the Fine Arts Board, the Cultural Arts Council, and the Bass Museum of Art.

STAFF

The Department of Tourism and Cultural Development, cultural division, office of Art in Public Places, is staffed with a Public Art Coordinator who manages the AiPP program, and with it, a wide range of day-to-day responsibilities detailed herein. Broad areas of responsibility include:

- Organizing AiPP Committee Meetings
- Communicating with City Departments
- Implementing selected projects
- Organizing and ensuring smooth operation in the following areas for each project
- Artist Selection Process
- Public Participation
- Project Management
- Cataloging the collection
- Building partnerships with the private sector to enhance the development of public art.

CITY DEPARTMENTS

Establishing a good working relationship with each City Department is essential for a successful public art program. Toward this end it is important that each department designate a "project coordinator" as a liaison to the AiPP project. Other city staff members will get involved as projects develop.

Responsibilities:

- Recognize the AiPP committee and any project related Professional Advisory Committee (PAC) as the prime location for public art input and collaboration
- Seek direction of the City Manager to determine any requirements and/or staffing levels, for the project
- Send capital projects representatives (Capital Improvements Projects or Public Works Department) to AiPP meetings with appropriate subcommittee
- Assign project coordinator (Capital Improvements Projects or Public Works Department) to serve as artist agreement contract administrator
- Maintain consistency with the art in public places guidelines
- Insert language in architects RFQ's and contracts recognizing responsibilities related to public art

- Schedule architect to attend AiPP meetings during the project as necessary
- Incorporate artwork into design, construction permit documents, and construction contract documents as necessary
- Recommend and coordinate good design decisions to enhance artwork within the facility such as lighting design, furnishing placement, material selections and landscaping design.
- Coordinate artist access to architect and general contractor
- Communicate design discussions and recommendations to artist

- Incorporate design and construction of special artwork elements or supports to be built by general contractor
- Facilitate installation supervision and site access by the artist or his/her subcontractors
- Supply copies of any correspondence, meeting minutes or contracts relating to the art project to TCD
- Notify Department Head immediately if any actions AiPP or the artist are adversely impacting the construction budget or schedule
- Coordinate cost estimates to be billed to AiPP or to artist
- Specify design services related to the artwork itself, such as a sculpture base, concrete pad, or any structural component that would be included in the construction contract documents for the general contractor (does not include design coordination such as exterior light placement and landscape design)
- Specify artwork elements such as a sculpture base, concrete pad, or any structural component that are built by the general contractor
- AiPP or artist will have the opportunity to propose other methods of design and construction in order to save money and/or increase quality

Note on Design-Build and CM at Risk: If the City utilizes other contracting methods, such as Design-Build or Construction Management at Risk with Guaranteed Maximum Price, responsibilities equal to standard Design-Bid contracting will be incorporated into RFP's and RFQ's.

Other City Department Project Coordinator responsibilities:

- Maintain a line item for AiPP in their project budgets
- Work with TCD to identify scope of work for projects
- Serve on selection panels
- Facilitate artist projects
- Provide information, involve, and brief relevant staff

CITY BOARDS

As the City agencies charged with preserving and interpreting the Miami Beach's history and design, it is appropriate that the Historic Preservation Board (HPB) and the Design Review Board (DRB) participate in the AiPP selection process. TCD will consult with the Planning Department at the initial stages of public art projects. Planning staff will review the scope of work as outlined prior to artist selection and will provide comments to TCD staff on the relationship between the project and the historic/design character of the proposed site.

Prior to the artist selection the AiPP projects will be presented to the boards for input. HPB and DRB have the option of appointing up to two members each to serve as consultants and to sit on PAC selection panels for AiPP projects accordingly. The following factors will be considered by HPB and DRB when reviewing public art projects:

- Fit between artwork design and the historic and/or design context, as well as the current use patterns of the site
- Relationship between materials, scale of artwork and surrounding environment

MAYOR AND COMMISSION

The Mayor and Commission contribute to AiPP by:

- Appointing qualified members to serve on the AiPP Committee
- Approving recommended works of art, artist/consultant contracts, and appropriations
- Amending AiPP ordinance, as required.

PROJECT SELECTION

TCD will make a recommendation to the AiPP Committee addressing the budget, the type of artwork, the number of artworks or projects, the method of selection, the panel composition, the honoraria and other expenses related to the project.

To evaluate a potential project:

- Visit the Future Site
- Walk the site
- Drive to the site from various directions
- Create lists of both positive opportunities and negatives
- Discuss with City Staff
- Determine YES or NO on Facility

To determine the purpose of a new project, AiPP will appoint a subcommittee to establish parameters for a call to artists. The following will be taken into consideration:

- Contemporary public art trends and current AiPP program incentives
- Use and purpose of facility
- Opportunities for public art to match the facility and AiPP needs
- Budget

To evaluate a potential site, define project possibilities with architect or capital project staff

- Understand the scale of the potential artwork based on budget
- Determine construction elements (walls, floors, ceilings, etc.) that will provide physical support for artwork
- Understand locations and artwork types that would benefit the facility and not create additional problems
- Walk and drive-by the site from various directions
- Create lists of both positive opportunities and negatives to avoid
- Brainstorm and select site for artwork
- Complete draft Call to Artist

To finalize a new project

- TCD presents draft Call to Artists to Administration, Community Affairs, and related Boards for feedback
- Finalize and distribute the Call to Artist

ARTIST SELECTION

- Open Competition - opportunity is open to any professional artist meeting eligibility requirements
- Limited Competition - artists are invited to submit their qualifications to AiPP, or through a recommendation process
- Direct Selection - artist is chosen directly by AiPP Committee or Selection Panel
- Hybrid Competition - a Call to Artists is sent to a specific (often local) mailing list, and other qualified artists are invited to submit their qualifications according to the call.

PROFESSIONAL ADVISORY COMMITTEE (PAC)

Ad-hoc PAC's are assembled to select an artist or artwork. The number of members and composition may vary depending on size, location and complexity of the project. In general, selection committees are to have a minimum of five voting members and a maximum of nine, striving to appoint an uneven number.

Composition of the PAC will include the following voting members: AiPP members, no more than two members from either HPB or DRB respectively, representatives of the department(s) responsible for the facility, architect or Planning Department representative, neighborhood resident association representative; and non-voting members: TCD staff .

TCD staff will recommend the PAC selection to the AiPP committee for each project. PAC members are to be qualified in several of the following areas: experience implementing public art projects; knowledge of public art trends and artists; knowledge of local, regional and national artists; experience and interest in working with Miami Beach communities; ability to assess the creativity, design skills and problem-solving abilities of the artists under review; knowledge of materials and methods of fabrication; ability to represent neighborhood where the project is located; ability to work cooperatively and effectively in a panel process.

PAC members shall be assembled with cultural, racial and gender diversity as a criteria. Individuals with a commercial interest in art or artists such as agents or dealers shall not be eligible. Members must be willing to conduct their work in a fair manner and to be diplomatic in the face of criticism.

For some projects, such as those with budgets of less than \$25,000, or where time is of the essence, the AiPP Committee will have the option to select one or more artists through direct selection, develop a short list of qualified artists to present to a panel, and form a small panel of three people. PAC responsibilities include recommendation of artist(s) to be commissioned or artworks to be purchased, or a recommendation regarding the feasibility of artwork to be restored, discussion of the artwork's siting and concept, and appropriateness for the location.

PROJECT SELECTION

The following factors are to be considered:

- Site, the facility, its architecture and function
- Location and the communities it serves
- Quality of the artist's previous work or artist's proposal, and its appropriateness for the site
- Potential for vandalism
- Durability of materials
- Artist's ability to execute the commission
- Aesthetic merit, quality, enduring value
- Compatibility with the city's current
- Compatibility in scale, material, form, and content with its surroundings
- Social context of the work and the manner in which it may interact with people
- Public visibility and accessibility to the work of art
- Public facility users and safety factors
- Traffic patterns (both interior and exterior)
- Appropriateness to the site
- Landscape context (if relative)
- Future development plans for the area
- Environmental concerns (if any)
- Existing works of art within the proposed site vicinity
- Relationship to any existing/planned architectural and/or natural features

PROJECT DESIGN

For projects designated for open competition, the TCD staff will develop a "Call to Artists" (request for qualifications) that contains the following information:

- Project description, goals, site description, facility's purpose, public, and any limitations
- Potential scope of work for artist, site options, and number of artists to be commissioned
- Application procedures, materials requested
- Selection procedures and schedule
- Selection criteria for artists and artwork
- Project budget, fees, and schedule

- **Eligibility**

TCD will also develop a strategy to reach a broad, diverse constituency. To minimize staff time and postage, grouping calls into a periodic publication shall be considered. Calls may be posted on the City web site and listed in other relevant newsletters, web sites and publications.

Artist Eligibility

All professional artists are eligible for commission or purchase. Artists may accept commissions once every three years from the date of a signed contract. Artists whose work has been purchased for over \$25,000 may not be considered for another purchase or commission for three years after the purchase. Likewise, artists who have received commissions cannot be considered for purchases over \$25,000 for three years after the signed contract. The Project Designer, City Staff, AiPP Committee Members, and their immediate family members are not eligible.

Art Selection Budget

Artist honoraria related to the selection of a work of art are to be included in the project budget, referenced in the call to artists, and factored into the selected artist agreement.

AiPP Selection Process

The number of panel meetings varies according to the complexity of projects. Panel meeting sequencing will depend on the requirements of the specific project. Prior to each meeting, AiPP staff prepares agendas and slide presentations for the artist selection panel meetings. They also prepare and distribute minutes of each meeting. When appropriate, panelist site visits will be arranged. At each meeting, the Department and/or institution occupying the facility will be present to discuss its concerns and representatives from the community have an opportunity to discuss concerns from their perspectives.

At the initial meeting, the panel reviews the artwork scope, potential sites, selection criteria, and any other requirements. The Project Designer or related department presents the facility, bringing any plans, renderings, models or other visual representations that have been completed to date. Panelists and advisors discuss the project scope, site and concept as well as concerns raised by the community, departments, or designer.

The panel shall review slides of artists who have submitted qualifications for the project. Through a series of votes, the panel shall narrow the pool to finalists. Depending on the number of artists submitting, several meetings may be necessary. At the artist interview meeting, artists (or in certain circumstances, their representatives) will present their previous work, their approach to public art and initial ideas for the site. If proposals are required, then the proposal shall be presented as well. The panel will vote to select the artist(s) to be commissioned.

If a voting panelist misses one or more of the artists' interviews, then the panelist may continue as part of the discussion, but may not be counted as a voting member. In the case of a tie vote, the Chair, generally a non-voting member, shall cast the deciding vote. If for some reason the Chair is a voting member, then another TCD representative designated by the chair at the start of the meeting, and present through the meeting, breaks the tie. An alternate artist will be selected in case the selected artist/s declines the commission or is unable to enter into a contract.

Within an appropriate time frame, TCD must present the AiPP recommendation to CIP and/or Public Works Department for administrative input with regard to feasibility, and then to the City Manager for referral to the Community Affairs Committee. The Community Affairs Committee will review the project and make a recommendation to the City Commission for their consideration. If warranted, the project may be re-evaluated and a new search may commence.

PROJECT MANAGEMENT

Pre-Contract:

Upon approval of City Commission, TCD will inform the artist of the invitation in writing, describing the nature of the project and explaining the project development process. In most cases, the Artist is given 30 days to accept or decline in writing, the offer to enter into contract negotiation. If the artist does not confirm within that time, a second letter will be sent by certified mail with a 30-day extension. If the artist does not respond to the second letter, the commission or purchase will be offered to the first alternate artist.

Once an artist has accepted the commission, the TCD staff will arrange for the artist to meet with the Contract Administrator and the project coordinators. This group shall include the appropriate City department designees, the City project and AiPP Coordinators. The artist will be provided with any plans and requirements and will be informed of any limitations or concerns, such as engineering or other code requirements. TCD will work with the Contract Administrator, the City Attorney's Office, and the Procurement Department to expedite the artist agreement. The Capital Improvement Projects (CIP) or the Public Works Department (PW) and the General Contractor will review the Artist Agreement when applicable.

Contracting with Artists:

The City shall develop a standard form for contracting with artists (sample artist agreement attached). The scope of work, schedule and payment schedule shall be adapted for each project. TCD staff together with the Contract Administrator, the City Attorney and the Purchasing Director shall negotiate each contract. Final contracts are approved by City Manager if under \$25,000, and by Mayor and the City Commission if over \$25,000.

Artist Fees

Artists shall be paid for all creative work requested by the city. Artist fees are defined as the payment to the artist for professional services (exclusive of other project costs such as materials and other labor, studio, overhead, travel and per diem expenses). The following factors are intended as guidelines for determining the artist's fee:

- Scope of work and length of artist's involvement
- Project budget-fee ranges (usually based on a percentage of the total artwork budget)
- Artist's experience and professional standing
- Fee scale for similar scopes of work on comparable projects (See Appendix B for flexible scale recommendations)

Artist Agents

TCD will deal directly with the artists, although artists may delegate some aspects of a project to her/his agent. Any relationships or financial arrangements between the artist and their agent, representative, or gallery, must be undertaken by the artist alone. The payment of commissions or fees is the sole responsibility of the artist. TCD recommends the total fee paid to the agent not exceed 10% of the artist's fee, exclusive of implementation, fabrication and installation costs.

Artist Interview Honoraria: When artists are interviewing for a project, their travel and lodging costs should be either reimbursed or paid directly by the AiPP program. A modest honorarium of \$250 may be offered to cover the time spent to prepare a statement and attend the interview.

Proposal Honoraria: When artists are making proposals for project, they should be paid an honorarium for their proposal. The proposals that are not selected should remain the property of the artist. However, the City may wish to have the right to exhibit the proposals publicly for a year following the presentation. Artists travel and lodging costs should be either reimbursed or paid directly by the AiPP Program. If this is not feasible, then the honorarium should be scaled to include travel costs. A scale to consider for proposals is as follows:

Project Budget Proposal Honorarium:

	Project Budget	Artist Honorarium
-	\$10,000 to \$ 50,000	\$250 to \$ 750
-	\$50,000 to \$100,000	\$750 - \$1,500
-	\$100,000 to \$250,000	\$1,500 - \$2,500
-	\$250,000 to \$500,000	\$2,500 - \$5,000
-	\$500,000 and up	\$5,000 and up

Comprehensive Contracts for All Phases of Work: Artist is responsible for design, fabrication, transportation and installation. Recommended fee range: 20 - 30% of total project budget.

Design Contracts: Design fees cover artist's services, overhead, expenses incurred in preparing design. Out of town travel, lodging and per diem can be factored in at cost through an expense line, or estimated and added to total. Fee scale may also be estimated based on an hourly rate that is comparable to other design professionals. Recommended Fee Range: 10 - 20% of project budget

Fabrication Contract: Implementation budget fees within this range to be negotiated based on artists anticipated scope of work to review shop drawings, travel to fabricator and site, and time to review fabrication and installation. Recommended Fee Range: 10 - 20% of project budget.

Planning Contract: Fee scale should be based an hourly rate that is comparable with other design professionals on the project. It may also be based on an annual salary and pro-rated for the amount of time the artist is expected to spend working on the project.

ARTIST AGREEMENT (Contract Provisions)

Payment Schedule: The method and schedule of payment to the artists shall be provided through the contract. The City will make interim payments to the artist as agreed upon. Payments shall be contingent upon a certificate of insurance, if necessary, and the approval of project progress. Final payment shall be made only after the final acceptance by the city.

Artist's scope of work: The definition of the artist's responsibilities with regard to the project, to include a general description of the artwork and its location at the site, as well as method of fabrication installation, and maintenance (when applicable). Attach this information as an exhibit in order for the base contract to remain relatively unchanged.

Schedule: The design, fabrication, and installation schedule according to the estimated timetable, the construction schedule, and the payment milestones as provided (exhibit to the contract). Requirements and approvals for artwork design: (as outlined in Design Development section below). Fabrication and installation responsibilities and approvals: (as outlined in Fabrication section below).

Site preparation: The City's obligation to prepare the site is specified.

Transportation of the artwork, construction delays and storage: Provisions for communication delays to the artist are conveyed along with provisions for storage of artwork when necessary prior to installation.

Use of Subcontractors: If the artist engages subcontractors or other trades to aid in the execution of the contract, the artist shall be responsible for the payment of such work done by these subcontractors and shall secure evidence of payment by waiver of lien by these subcontractors.

Insurance requirements: The artist shall not begin work until all required insurance has been obtained and approved by the City. Failure to furnish satisfactory evidence of insurance or lapse of coverage is grounds for termination of contract.

Artists Rights: After final acceptance of the artwork by the City, the following artists' rights shall be guaranteed:

- Maintenance of public artworks shall be the responsibility of the City and not the artist. The City shall make reasonable efforts to maintain the artwork in good repair. The city shall attempt to consult the artist on major repairs.
- The artwork shall not be altered, modified, removed, or relocated from a site integral to the concept for the work without first consulting with the artist, if reasonably possible. If a work, nevertheless, has been significantly altered, the artist shall have the right to disclaim authorship.
- Copyright of the artwork shall belong to the creator(s), but the City shall be granted in the contract the right to make two or three-dimensional reproductions for promotional purposes.

Ownership: The City shall request an archival copy of the drawings or plans that represent the artwork for future conservation of the work, or for public display and interpretation through the portable works collection. The City retains ownership of the accepted artwork.

Artist Warranties: artists contracted by the City shall assure the following warranties:

- The art is unique and original and does not infringe upon any copyrights. In the case of acquisition of artwork that is part of an edition, the City shall be apprised of the number of works in the edition and the number of the work to be acquired.
- The art, or original multiple, has not been accepted for sale elsewhere.
- Execution and fabrication of the art will be performed in a professional manner.
- The artwork as fabricated and installed by the artist will be free of defects in material and craftsmanship, including any defects or qualities causing or accelerating deterioration.

Maintenance/Repairs and Restoration: The City shall make reasonable efforts to maintain the artwork in good repair after final approval by the City. The City shall make every effort to consult with the artist on significant restoration and repairs that differ from those suggested in the artist's maintenance recommendation. The artist shall notify the City of any change of address.

Signage, Public Information, and Education: The City shall provide a plaque or sign adjacent to the artwork identifying the artist, the title, date, medium and reference to the City of Miami Beach's public art collection (see Public Information and Education herein).

Termination conditions: The artist's services may be terminated under the following conditions:

- By mutual consent of the parties.
- For the convenience of the City, provided that the city notifies the artist in writing of its intent to terminate, at least 30 days prior to the date of termination.
- For cause, by either party where the other party fails in any material way to perform its obligations under the contract. Termination for cause is subject to the condition that the terminating party notifies the other party of the intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within 30 days of receiving the notice.

In the event the contract is terminated, the City shall reimburse the artist for work performed and expenses incurred prior to the termination date.

Arbitration: In the event of a dispute between the artist and the City concerning the terms of the contractual agreement, the parties shall endeavor to arrive at a mutually acceptable solution. If they are unable to do so, either party may request that a mutually acceptable arbitrator familiar with artwork and construction settle the dispute. The cost of the arbitration process shall be borne equally. Any decision made as a result of such arbitration shall be binding and enforceable in a court of law pursuant to the Florida Arbitration Code.

Alteration, Removal, Relocation or Deaccession: The contract with the artist shall provide that the City, in its sole discretion, may remove, relocate or de-acquisition the work of art, however, prior consultation with the artist, if available, shall, as much as possible, be sought.

PROJECT DESIGN DEVELOPMENT

Depending on the complexity of the artwork and the interface with the Capital Improvement Project there may be three phases of design. Smaller, more direct projects may require only two phases. Artists who are selected through proposals will have prepared the conceptual design as part of the proposal process.

Conceptual Design: After signing a contract, but before beginning design, the artist will meet with TCD, the General Contractor, and any related community groups as recommended. TCD will facilitate meetings with related project representatives. After meeting with said community groups and representatives the artist will work on the conceptual design, or refine the design accordingly if selected through a proposal process.

Preliminary Design: Once the conceptual design is approved the artist shall proceed with preliminary design. The artist shall:

- Consider any changes requested, revise and refine the design
- Conduct necessary content or materials research to complete the design
- Prepare a final budget, including costs for fabrication, materials, labor, transportation, installation, insurance, artist fee, and contingencies as negotiated. (see Appendix B)
- Determine the fabrication and installation techniques and requirements
- Prepare a list of qualified consultants or fabricators (if the artist is not fabricating and installing the work him/her self).

The preliminary design will be presented by TCD to the Capital Improvement Projects Office and/or the Public Works Department for executive review and input and then to the AiPP Committee for approval of any significant changes that have been made.

Final Design: The artist shall prepare the construction documents required for the fabrication of the artwork and site preparation. Depending on the nature of the project, these documents may include working drawings, intermediate models, or life-size templates. The artist will provide TCD with drawings for all aspects of the artwork and site preparation that are to be included in the construction bid documents and specifications.

The artist may be required to provide signed and stamped structural or electrical engineering drawings agreed to by the Contract Administrator (i.e. CIP/PW), or to review the project with conservators, or other specialists. The Contract Administrator may require the artist to make revisions to comply with all applicable statutes, ordinances, building codes, or regulations of any governmental regulatory agency having jurisdiction over the project. TCD, the Contract Administrator, and the appropriate review/regulatory body shall approve such revisions if applicable.

In some cases, the artist will design elements of the facility that will be constructed under the general contractor. In these cases, the artist will be paid a design fee from the art budget and the elements will be fabricated and installed by the contractor with supervision by the artist.

Fabrication

Upon approval of final design, the Contract Administrator will present the artist with a Notice to Proceed. TCD shall be informed of the artist's schedule for fabrication and the agreed upon milestones and review points during fabrication. If applicable, the artist will obtain three bids for fabrication and installation and will consult with Contract Administrator prior to selecting a sub-contractor. For some projects the bid process may take place as part of final design. TCD and Contract Administrator shall review the artwork during fabrication and shall approve the artwork if it is fabricated off-site prior to installation when applicable. If it is not possible to view the work in person, the artist shall provide photographic documentation.

Design Team Projects

Certain projects may require collaboration between the artist and the project architect, landscape architect or engineer. The following shall apply when this design team approach is used:

- TCD and Contract Administrator will determine how the art funds and the base construction budget may be allocated toward the artwork.
- Artist's fees shall include design and supervision based on hourly rates with a cap that are commensurate with the other consultant designers involved with the project.
- The artist shall follow the procedures listed above under Design Development.
- The artist shall supervise aspects of the fabrication and installation that are under the general contract. This may include reviewing shop drawings with the architect and visiting the fabrication and installation sites.
- Design team projects shall follow the same post-installation and final acceptance procedures as outlined below.

Post Installation and Final Acceptance Procedures

TCD, Contract Administrator, and Facility Manager (when applicable) shall inspect and approve the installation of the artwork. The artist shall provide TCD with the items listed below:

- Six slides minimum: two sets of color slides of the completed artwork taken from each of three different viewpoints
- Six prints: two sets of 8" x 10" glossy black and white prints of the artwork and negatives taken from each of three different viewpoints
- Catalog and maintenance information for the artwork.

TCD will review the above-mentioned material for final acceptance of the artwork by the City. TCD will inform the artist in writing of the final acceptance by the City.

PUBLIC INFORMATION

Program Exposure, Signage: The AiPP program will provide a plaque for the project and shall review the text with the artist. Together with the TCD department and City Officials, TCD will, through a press release, dedication ceremony, or other means, announce the completion of the project. The completed work shall be added to the AiPP pages of the City's web site and other public information materials. TCD may prepare postcards, brochures or other materials for the public. The artist may be requested to meet with press or critics, prepare a statement about the project for public distribution, and/or attend a dedication ceremony. However, the artist will not approach the press independently without the prior approval of the City.

Education: TCD and the artist will work together to plan an educational component to the project. This may include demonstrations, tours, open studio, exhibition of related work, exhibition of the proposal and process during the project development, a lecture or symposium, development of school or museum related education materials. Artist participation in these activities will be negotiated during the contract phase and covered by the artists' fee for the project.

Public Participation: Public participation is a crucial element of any public art program. Public participation can be achieved in a variety of ways - from lectures and workshops that encourage public

awareness of the public art program – to the involvement of interested residents in the actual planning, design, installation and maintenance of public art projects. TCD may include public participation as a component of the annual AiPP process.

Education and Outreach: In order to stimulate and encourage public awareness of public art, TCD will, to the extent possible, initiate, or collaborate with other agencies on events and activities designed to provide a greater understanding of public art. These may include, but are not limited to, the following:

- Conferences, symposia, workshops, artist's lectures, community meetings and public art tours
- Cooperative programs with arts groups, educational institutions and community organizations
- Regular distribution of promotional and publicity materials, including press releases and public service announcements
- Information about the collection, the AiPP program and opportunities for artists and community participation available on a web site
- Exhibitions of proposals, and related works by selected artists
- Design awards

Community Representation: Community representatives will be appointed, as warranted, to serve on artist selection panels or Professional Advisory Committees to ensure community input into the planning for each public art project.

Creative Interaction Between Artists and Community: When possible, the AiPP program will identify projects with the potential for involvement of community representatives in the planning, design and installation of public art projects. On occasion, staff may also facilitate creative collaborations between project artists and organizations that represent community stakeholders and who have expressed their interest in public art collaboration. These organizations might include, but not be limited to, community organizations, educational institutions, arts organizations and non-profit agencies. AiPP may also sponsor special opportunities for community groups and artists to seek funding for public art projects through an "Open Proposal" program.

Diversity: Miami Beach recognizes the cultural, ethnic, and social diversity of the local resident and visitor population, as well as that of the greater Miami area, and shall incorporate diversity in all aspects of its AiPP program. The means by which the AiPP program may realize the goal of aesthetic and cultural diversity shall include, but not be limited to ensuring that the AiPP committee, the ad hoc PAC artist selection panels, and the artists selected for commissions represent Miami Beach's multi-ethnic, multi-cultural population; commissioning artworks throughout the tri-sector neighborhoods; encouraging the acquisition of artworks which include a wide variety of styles, scale and media; encouraging the exploration of contemporary and new experimental art forms as well as established and traditional art forms.

PORTABLE COLLECTION

The current portable collection is to be catalogued and evaluated. Many of the artworks are of poor decorative quality, outdated, incorrectly sized for the current location, in poor condition, or contain inappropriate imagery. The recommendations herein are intended to address existing problems and to focus a collection for the future.

Purpose of the Portable Collection: to acquire and display interior artwork that serves as contemporary display, educates the public, and expands upon the commissioned work in the City's permanent collection; and to acquire and display drawings and models of commissioned artwork in the collection.

Selection Criteria

The collection is to be exhibited in the most public areas of public buildings. The following criteria have been developed to guide the acceptance of gifts or the purchase of artworks for the portable collection. The portable collection should bear a relationship to public art and to the AiPP permanent collection.

Criteria to be considered in selection include:

- Acquisition of works by local Miami Beach artists
- Acquisition of works by artists who have been commissioned through the AiPP program or are active in the field of public art
- Small-to-medium scale artworks that can be easily stored and moved as space needs change
- Imagery or subject matter that is appropriate and is of interest to the Miami Beach community
- Artistic merit and relationship to other works in the permanent Collection
- Artwork that is in good physical condition and require little or no maintenance
- Availability of City storage, and willingness to protect and/or preserve the artwork.

If works are being collected for a specific building or department, the AiPP Committee or the selection panel may recommend general themes or guidelines.

Selection Process: Several options are available for selecting decorative works depending on the budget and the intended site. If the work is selected through a committee process, the meeting process outlined herein may serve as a guideline. Other options include utilization of a 1-3 member selection panel of arts professionals with an advisor from the Facility Agency, whereby artists submit slides of available works, which the panel narrows to a small number that will be viewed by AiPP for final selection.

Installation Considerations:

The following steps should be taken to ensure secure and archival installation of any portable works:

- Artworks should be framed with UV protective glass, with UV sleeves
- Works on paper should be hung away from natural light
- Utilization of acid-free matting, and a tamper-free mounting system
- Labels and explanatory signage

Care and Maintenance: A portable collection requires ongoing supervision. All works are to be checked yearly to insure that work is in its designated location; mounting and frame are secure; and frame, mat and artwork are in good condition. Works that do not meet these criteria should be removed for repair or storage.

Deaccession Guidelines: Carefully following the acquisition guidelines should limit the need to remove artwork from the collection. Criteria for the artwork to be deaccessioned include: works that are too large to fit into available or prospective locations; situations where value to repair work exceeds the value of the work itself; work that does not meet the criteria for the collection.

When an artwork does not meet the criteria for the collection, the following steps are outlined in the deaccession procedure. In short, the steps are:

- Perform a professional appraisal of the artwork
- Offer the work to a local museum (Bass, Jewish, Wolfsonian) to be held on loan from the City
- Works refused by AiPP should be sold or auctioned, and funds from the sale of artworks should be deposited into the AiPP fund and earmarked for the portable collection
- Offer the work to the artist at price or for an exchange
- Offer the work to other local public facilities or schools.

Loans: Loans to the portable collection should be accepted with a set time frame, location and purpose. Long-term loans should be discouraged. Works that are currently on loan to the collection should be evaluated and a set time frame should be established or the work should be returned to the owner.

PERMANENT COLLECTION

A system for record keeping and cataloging the existing collection and new works are to be developed and maintained. It is essential that both electronic and actual file systems be addressed. AiPP staff in concert with the IT Department may develop the working files. The consulting services of a registrar are recommended for professional input. The following guidelines are set forth as recommendations to adopt.

Goals: Works of art in the permanent collection shall be maintained and preserved in the best possible condition. City departments shall not provide any maintenance of artwork, including cleaning, without the consent of AiPP. TCD will arrange for all professional services. The objectives of the maintenance program shall be:

- To inspect works of public art on a regular basis
- To clean and provide other appropriate routine maintenance of the works of public art
- To establish a regular procedure for effecting necessary repairs to works of public art, including emergency situations that endanger public safety.

Artist Responsibilities:

Within the terms of the contract, the artist shall:

- Guarantee the work of art against all defects of material and workmanship for a period of one year following installation
- Provide the City with drawings of the installation and with detailed instructions regarding routine maintenance of the artwork
- Provide TCD with a current address so that prior to any repair and restoration of the artwork, the City shall, to the extent practicable, first consult the artist. To the extent practicable, the artist shall be given the opportunity to accomplish such repairs at a reasonable fee.

City Responsibilities:

The City shall have the following responsibilities:

- Works of art shall be examined for condition at least once a year. A written report shall be prepared with photographic documentation as necessary.
- When a work of public art requires maintenance or repair, the City will provide for the necessary cooperation with the department that houses the work of art.
- The City shall notify the artist before repair or restoration in order to provide an opportunity for comment. When appropriate, the City will offer the artist the opportunity to do the work or to supervise it. The City shall reserve the right to make minor and/or emergency repairs without consulting the artist, taking into consideration instructions provided by the artist at the time of acquisition.
- After final approval and acceptance, all works of art shall be covered under the general liability policy of the City, and the portable, decorative, or exhibited artworks shall be covered under the Fine Arts addendum to the policy of the City. The insurance value of a work of art is equal to its purchase or acquisition cost.

Procedures for Maintenance and Conservation: TCD shall provide for inspection and report on each work of art in the City's collection, including the present condition of the artwork and recommendations regarding needed maintenance and repair. When applicable, inspection shall be performed by a qualified individual. AiPP may review the condition report and shall, for those works needing attention, recommend that: no action be taken; staff negotiate cost, maintenance and repairs with the department housing the artwork; repairs be made, in whole or in part, suggesting means of accomplishment; or that the work be relocated or removed from the collection.

Alteration, Removal, Relocation or Deaccession: Public art generally enters the public environment through a careful process informed by the best available professional judgment and advice from affected public interests. Public art is created by artists specifically for the public context. In all circumstances, the

City should seek to insure the ongoing presence and integrity of the work at the site for which it is created, in accordance with the artist's and the program's intention. The primary concern should be to assure continuing access to the work by the public.

The City Department shall not move a work of art from its site or alter the site so that the work of art is obscured, altered significantly or jeopardized. Public art has a long historical tradition of controversy. Review of the status of a public artwork should be undertaken cautiously, in order to avoid potential influence of fluctuations in taste and the immediate pressures of public controversy. A work should not be removed from public view simply because it is controversial or unpopular. A decision may implicate basic questions of public trust, freedom of artistic expression, censorship, contractual obligations, copyright, moral rights, and the integrity of the work. Consideration of removal should involve the same degree of careful review as a decision to acquire a work of art; informed by a professional judgment and the interests of the public, and proceed according to carefully developed policies and procedures.

When the City considers the possible relocation or removal of a public artwork, it must recognize its multiple responsibilities: to the artist, as represented in the original artist contract; to the community, through its legal mandate and stewardship role; and to our cultural heritage. Decisions about relocation and removal must include a deliberate and explicit review process, assistance from professionals, and thorough on-going documentation of the process.

Because the City has the responsibility for conserving the collection, and because the disposal of artworks may have serious implications, the de-acquisition of a work of public art should be a seldom-used procedure. It is the policy of the City not to dispose of works simply because they are not currently in fashion and not to dispose of works whose worth might not yet be recognized.

Objectives: Since the City desires to have a diverse public art collection of the highest quality, the process of acquiring works and disposing of them should reflect that desire. At least once every ten years each artwork in the permanent collection should be evaluated. This evaluation has the following objectives:

- To establish an orderly process for evaluating works of art in the City's collection acquired as a result of the AiPP Program
- To establish procedures for removal or relocation of works of art
- To insulate the procedures from fluctuations in public opinion.

Procedures:

1) Conditions: A work of art may be considered for reacquisition for one or more of the following reasons: the work of art has received documented and consistent adverse public reaction from a measurably large number of individuals and/or organizations over a period of 10 or more years; deacquisition has been requested for serious cause by the Department that displays the work; the site has become inappropriate; for example, it is no longer publicly accessible, or the physical setting is to be destroyed; the work is fraudulent or not authentic; the work possesses faults of design or workmanship; the work causes excessive or unreasonable maintenance; the work is damaged irreparably, or to an extent where repair is unreasonable or impracticable; the work represents a physical threat to public safety; or deacquisition has been requested in writing by the artist, for serious cause.

2) Process: The recommendation to dispose of a work of art shall be made by the AiPP Committee and shall require a majority vote of the full membership of the Committee. Final approval for deacquisition shall be granted by the City Officials. TCD shall prepare a report which includes: reasons for suggested deacquisition; criteria for original selection, acquisition method and cost; informed estimate of the current value of the work; staff evaluation of the work; public and Department feedback on the work; opinion of the City attorney; and suggested alternate courses of action and costs. This matter shall then be referred to the City Commission and an advertised public meeting shall be conducted. An artist whose work is being considered for deacquisition shall be notified and shall be invited to speak.

3) Courses of Action: TCD may recommend any of the following courses of action as a result of the staff report and the testimony received at the public hearing. TCD shall not be limited to these courses of action but may suggest alternatives appropriate to meet particular circumstances.

- Relocate the work of art. This method shall be given the highest priority.
- Remove the work from display and put it in storage.
- Sell or exchange the work of art through the following means: offer the artist the first opportunity to buy back the work of art at the current appraised value or at a price to be negotiated, obtain professional appraisal and advertise sale at auction, or seek competitive bids.
- Dispose using City surplus property procedures.

4) Proceeds. All proceeds from the sale of public works of art shall be deposited into the AiPP fund to be used for maintenance and repair of works of art in the City's public art collection.

DONATIONS

Donations can be an important part of a collection. Proposed donations, monuments, memorials, or plaques, shall undergo a review process to ensure that acceptance of such donations take place in a fair and uniform manner and supports the criteria set for the by City Commission. AiPP shall assist in the process relative to any donation of work of art to be accepted by the City for placement on public property in the City or located on public facilities within the City, including monuments, memorials, and plaques, as defined in Chapter 82, Article VI, Section 82-502 of the Code of the City of Miami Beach, as amended.

As deemed necessary, the Committee shall require proposals for donations of works of art to include costs for design, fabrication, installation, insurance, bonding, and maintenance, as deemed applicable. Such costs shall be solely underwritten by the proposed donor. In addition, the donor shall be responsible for costs of a pedestal, identification plaque, base, structural support, and any landscaping related to the proposed public site.

If required, utility connections, site modifications, structural reinforcements, or other engineering requirements, and/or site modifications should be described in the donation proposal, and developed by way of construction plans and specifications. The donor shall be responsible of architectural and /or engineering plans, if required, which must be prepared and stamped by a licensed architect and/or engineer.

If required, a maintenance endowment shall be negotiated with the donor on a project-by-project basis. Such factors, including but not limited to, value, size, material, location, and potential for vandalism will be considered in determining that the maintenance endowment is adequate to ensure proper care and maintenance of the donated work of art, and to assure that the work of art will remain in a condition and high quality satisfactory to the donor and the City. Maintenance shall include not only care of the work of art itself but, if applicable, the public property immediately surrounding the work of art; particularly if the art is placed in a City park.

Donation Criteria

- Is the proposed donation a work of art with aesthetic merit, of exceptional quality, and enduring value?
- How is the proposed donation compatible or incompatible with the City's current collection of works of art, particularly those located on public property and /or facilities within the City?
- Is the work of art compatible in scale, material, form, and content with its surroundings?
- Consideration shall be given to the social context of the work, and the manner in which it may interact with people.
- Relationship of the work of art and the proposed placement site shall be considered in terms of the physical dimension, social dynamics, local architectural character, and surrounding urban neighborhood context of the site, existing or as planned.
- The following factors may also be considered:

- visibility and accessibility
- safety and traffic patterns (both interior and exterior)
- significance and relationship to the proposed site
- social context (intend use of the work, if any)
- facility/area users
- landscape design and/or environmental concerns
- future development plans for the area
- existing works of art within the proposed site vicinity

In addition to the AiPP review, as set forth herein, design, placement, and installation of donations of works of art on public property and/or City facilities are also be subject to administrative design review. Notwithstanding the foregoing criteria, the final determination regarding acceptance of donated works of art for placement on public property in the City or located in public facilities within the City, shall be made by the City Commission. If the City Commission determines that the recommendation of either the Art in Public Places Committee or the administrative design review is not appropriate as to a particular proposed donation of a work of art, it may waive any or all of the aforesated criteria.

PLAQUES AND HISTORIC MARKERS

Size and Material Standards: Plaques shall be of bronze construction with raised, ribbon, or engraved letters, with a smooth round or square corner edge. Size of all plaques shall be 10" by 14" vertically except that special circumstances may be considered for plaques of either a smaller size or larger size subject to staff Design Review and approval.

Location: All Plaques and proposed plaque locations shall be subject to Design Review and approval at staff level. Applicants shall meet with staff prior to commencement of identifying location.

Located on Buildings: Any plaques on a building or structure shall be located in a place and manner that does not disrupt the architectural design or significance of the building/structure – subject to Design Review staff approval. Plaques shall be located approximately just above eye level with the horizontal center line at approximately 68" above sidewalk. Plaques may only be permitted to be located on buildings and structures if an appropriate location is determined by Design Review staff.

Located in the Right-of-Way: Any plaques/makers located in a public right-of-way shall be located, mounted, installed and lighted (if appropriate) in a manner which does not impede pedestrian or vehicular traffic as well as in a location which does not adversely impact upon or alter the special character of the right-of-way or its surrounding environs, including buildings, structures, landscaping, etc.

Letter Font and Size: All letter font and sizes shall be easily legible from a distance of 30" and shall be subject to Design Review staff review and approval.

DEFINITIONS

Accession: The procedure followed to accept and record the artwork into the permanent collection.

Acquisition: The inclusion of on artwork in a permanent art collection whether through commission, purchase, gift, exchange or other means.

Art in Public Places (AiPP): The office within the department of Tourism and Cultural Development, which handles administration of the policies and procedures established by ordinance to manage the City of Miami Beach's percent for art program.

Art in Public Places Committee: A group of citizens appointed by Mayor to oversee program planning, site selection, art acquisition, artist selection process, review of design, fabrication and installation of artwork, maintenance, oversight and removal of artwork from the City's collection.

Art Professional: An individual appointed by Commission to serve on the Art in Public Places Committee or to serve on a Professional Advisory Committee Panel. Generally on art historian, artist, arts administrator, collector, critic, curator, or designer (other than the Project Architect).

Artist: A person who practices in the visual arts as a professional. Indications of a person's status as a professional artist include, but are not limited to, income realized through the sale or commission of artwork, frequent or consistent art exhibition, placement of artwork in public institutions or museums, receipt of awards and honors, and training in the arts.

Artist Agreement: The contract between the City and the Artist which pertains to the commissioned artwork with other terms and conditions included in the exhibits and documents incorporated therein by reference.

Artworks / Works of Art: A tangible creation by an artists exhibiting the highest quality of skill and aesthetic principles, including but not limited to paintings, sculptures, stained glass, engravings, carving, frescos, mobiles, murals, collages, mosaics, bas-reliefs, tapestries, photographs, drawings, monuments and fountains.

CIP Project (a.k.a. City Construction Project): any project paid for wholly or in part by the City of Miami Beach.

Construction Costs: the total value of the construction of, or reconstruction work on, commercial structures as determined by the building official of the City in issuing a building permit for such construction or reconstruction. Relative to a city construction project, construction costs shall include architectural and engineering fees, site work and contingency allowances. It does not include land acquisition or subsequent changes to the construction contract. All construction costs shall be calculated as of the date the contract is executed. Although the final AiPP fund allocation shall be calculated based on the construction costs as of the date the contract is executed, a preliminary allocation shall be based on the estimated costs at the time of budget appropriation.

Coordinator: A staff member responsible for the administration of a project or program.

Contract Administrator: The designee of the City Manager, whose primary responsibilities are to coordinate and communicate with ARTIST and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

Deacquisition: The indefinite removal of an artwork from permanent display, whether it is disposed of or not.

Deaccession: The removal of an artwork from a permanent collection through agreed upon procedures.

Design Review: The City department and board with oversight regarding the design of the project.

Design Team: A situation where the artist collaborates with project designers on the design of the entire facility or aspects of the facility.

Facility User/Manager: The City department(s)/Manager that will use/manage the facility upon completion.

General Contractor and /or Contractors: The person, firm, or corporation with whom the City has contracted and who is responsible for construction services at the location where the work of art is to be located that may be either finished or ongoing during the term of the Artist Agreement.

Historic Preservation: The City division, department, and board with oversight regarding construction in historic districts.

Notice to Proceed: A written Notice to Proceed with the work of art and the scope of services issued by the Contract Administrator.

Professional Advisory Committee (PAC): The ad hoc panel convened to review the project and select on artist(s) to be commissioned or artwork(s) to be purchased.

Project Designer: The architect, landscape architect, engineer, designer, responsible for designing the CIP project, including all designated members of a business or firm, or city staff, if project is designed in-house.

Public Art: Artwork in a public place, that is visually accessible to the public, and often sponsored through the auspices of a public agency.

(END OF DEFINITIONS)

**MIAMI BEACH AIPP GUIDELINES
FORMS (6)**

(1) PROJECT SELECTION FORM

General Information

Project Name:

Department:

Budget Code:

Department Contact:

Architect:

Engineer:

Landscape Architect:

Project Status:

Project Budget:

Recommended Artwork Budget:

Services provided at site, nature of public use:

Neighborhood/Context Information

Address:

City District:

Neighborhood/Context description (zoning, demographics, physical characteristics):

Other artwork in the vicinity:

Project Partners:

Community Contacts:

Artist Selection

Type of work: __ commission __ purchase __ conservation __ re-siting :

Potential number of artworks/projects to be acquired at this site:

Artist scope of work

Method of Selection: open competition, limited competition, direct selection, other Recommended
Panelists:

(2) FACILITY SELECTION FORM

AiPP has two choices regarding sites for artwork on any new project.

First: Should a work of art be sited at the facility that generated the funding?

Second: If so, where at the facility should the artwork be sited?

Below is a set of questions to consider in evaluating a public facility.

Research: Budget

What is the budget for the artwork? Budget \$ _____

What kinds of artwork are feasible within this budget?

☐ Indoor Intimate

☐ Outdoor Walking

☐ Outdoor Driving

Research: Site Access

Number of Daily Users

☐ Low

☐ Medium

☐ High

Number of Visitors Each Day

☐ Low

☐ Medium

☐ High

Number of Pedestrians Passing By

☐ Low

☐ Medium

☐ High

Number of Cars Driving By

☐ Low

☐ Medium

☐ High

Special Considerations

☐ Yes ☐ No

Special Circumstance: Is there something very special about the site that demands artwork for reasons of social or political issues or tourism/civic image making?

If so, what? _____

☐ Yes ☐ No

Potential for Collaboration: Is there something about the collaboration with the people at the facility that will lead to the creation of a very special and unique work of art that would inspire other works of art in the City?

If so, what? _____

☐ Yes ☐ No

Matches Other City Goals: Does the City have goals that match well with a particular site such as gateways, special districts, recreational areas, nature site, etc.

If so, what? _____

☐ Yes ☐ No

Public Art Reputation: Does the site or project contribute to any TCD/AiPP cultural or art goals of the City?

If so, what? _____

Satisfaction of Citywide Access

☐ Yes ☐ No

Does this site geographically balance and enhance citizen access to public art across the City?

☐ Yes ☐ No

Does this site balance and enhance cultural and economic diversity of citizens with access to public art across the City?

Evaluate the Citywide considerations based on the budget/scale. For example, the drive-by may provide great visibility, however, the budget does not afford the purchase of a work of art in the appropriate scale.

Suitability

☐ Yes ☐ No

Can the artwork be appreciated in its context? In other words, are there elements that interrupt appreciation such as overly crowded lobby, a maze of competing signs, or an inappropriate social context?
If so, what? _____

Appropriateness

☐ Accept ☐ Reject

Does the budget for the project permit a work of art that will enhance the quality of life by the citizens and/or will it satisfy a unique opportunity for art for the citizens.

(3) SITE SELECTION FORM

Artistic Appreciation

Evaluating a specific location to appreciate a future work of art is a difficult process but an important one to attempt. Remember to evaluate the artwork based on the size permissible by the budget. Below are only a few sample questions.

- Will the artwork "hold its own" and not be overwhelmed in a vast space or a space full of many other distracting things? And what exactly is the space in question? Examples:
 - o Bus Stop: a tiny sculpture on the bench of a bus stop might be perfect for appreciation by waiting riders, whereas a ten-foot sculpture at the same place cannot visually compete with the business signs and moving traffic.
 - o Lobby: a clean high ceiling could provide the aerial space of a mobile where as a painting in the same lobby could not be seen through the furniture, signage, or indoor plants.
- Does the existing or future architecture or landscape form a good backdrop or space for the artwork?
- Is the space large enough to see the whole artwork?
- Is there anything blocking the view of the artwork?

Positive Impact

No matter what the site, the best way to create a space of appreciation in any situation is a positive attitude (AiPP, the artist, the architect, and the client department).

Frequently, minor changes may have a significant impact. Examples:

- Lighting types, locations and direction
- Signage, switches, and fire extinguishers (they can be moved to create more clear wall space surrounding the artwork)
- New plants and trees (they can be relocated)
- Surface material can be modified to accept the artwork

Negative Impact

By carefully examining the building and site design, a few pragmatic issues can be avoided.

- Is the work of art safe from vandalism or accident?
- Does the relationship of the sun to the viewer make the appreciation a problem?
- Is the work frequently in the dark?
- Is the work near trees such that the spotting shadows or leaves discolor the artwork?
- Is the action of people slowing or stopping to view the work a problem for some safety or operational point of view?
- Is the work likely to have objects blocking the work like indoor potted plants or parked cars?
- Does the site have good overall maintenance?
- Does the sprinkler system utilize water with iron that would stain the art?
- Can the artwork itself be maintained at that site?

(4) PROJECT SCHEDULE FORM

General Information

Project Schedule Design Complete:

Construction Start:

Project Complete:

Art Selection Schedule:

Orientation Meeting:

Call to artists sent:

Deadline:

Slide Review:

Artist Orientation:

Site Visit:

Artists' Proposals:

Interviews:

(5) COLLECTION FORM

General Information

Artist:

Address and Telephone Number:

Title:

Description of Artwork:

Accession Number and Location on Artwork:

Date and Place Executed:

Installation Date:

Project Name and Address:

Location of Artwork within Project:

Medium (i.e. steel, bronze, painted enamel, etc.):

Dimensions (without pedestal):

Height: Width: Depth:

Approximate Height:

Pedestal Dimensions:

Height: Width: Depth:

Approximate Weight:

Edition Information (if not a unique piece):

Location and Description of Artist Signature and Copyright mark, if it occurs:

Fabricator, if other than artist:

Name and Address:

Exhibitions and Collections (pertaining to above work):

Reproductions and Periodicals (pertaining to above work):

Technical and Maintenance Information Construction Technique:

Foundation Structure (include bolt/pin size and grout as well as any underground anchoring system):

Materials(s) (types, sizes and manufacturers):

Material(s) Thickness:

Welding or Joining Method:

Welding Rod Alloy or Joint Material:

Material Finish (glaze, paint color and type, sanding grit, tool pattern, patina, surface sealer, etc.):

What is the Artist's intention relating to the work over time? (i.e. patina, etc.) Should Work Reflect the impact on/of the Environment?

Suggested Routine Maintenance:

Can the Department Cleaning Staff be Responsible for the Routine Maintenance?

Yearly Maintenance and Care of Artwork (cleaning agent and procedure):

Can the Department staff at the Site be Responsible for these Procedures?

Artist Signature:

Date:

Care of Artwork Department Responsibilities: The Department agrees to accept the responsibility for the care of the above-mentioned artwork. All substantial restoration of the artwork will be done only with the approval of the Public Art Committee.

Person Responsible for Annual Maintenance:

Name, Address, Telephone Number:

(6) ARTIST AGREEMENT FORM

AGREEMENT between CITY OF MIAMI BEACH, FLORIDA and (ARTIST) for COMMISSIONED ARTWORK

This is an Agreement, made and entered into this ____ day of _____, 200 __, by and between:
CITY OF MIAMI BEACH, a political subdivision of the state of Florida, hereinafter referred to as "CITY";

AND

NAME, his/her successors and assigns, hereinafter referred to as "ARTIST."

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and ARTIST agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

The definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 **Agreement** - This document; other terms and conditions included in the exhibits and documents are expressly incorporated by reference.
- 1.2 **Artist** - The individual or business entity selected to perform services pursuant to this Agreement.
- 1.3 **City** - The City of Miami Beach, Florida. Where certain approvals and submissions are required from the City in this Agreement, those shall be required by the Mayor and City Commission of the City of Miami Beach, Florida.
- 1.4 **City Attorney** - The chief legal counsel for CITY who directs and supervises the Office of the City Attorney.
- 1.5 **City Manager** - Shall mean the Chief Administrative Officer of the City.
- 1.6 **Consultant** - Architect or Engineer who has contracted with the City or who is an employee of City, to provide professional services for the Project.
- 1.7 **Contract Administrator** - The designee of the City Manager, whose primary responsibilities are to coordinate and communicate with ARTIST and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.8 **General Contractor and /or Contractors** - The person, firm, or corporation with whom the City has contracted and who is responsible for construction services at the location where the Work is to be located that may be either finished or ongoing during the term of this Agreement.
- 1.9 **Notice to Proceed** - A written Notice to Proceed with the Work and the Services issued by the Contract Administrator.
- 1.10 **Project** - Name of Project
- 1.11 **Sub Consultant** - A person, firm or corporation having a direct contract with Artist.
- 1.12 **Work** - The work of art to be created under this Agreement.

ARTICLE 2 SCOPE OF SERVICES (Services)

- 2.1 ARTIST shall perform all work identified in this Agreement and Exhibit ☐ A ☐ Scope of Services (Services), including design, fabrication, transportation, and installation of the Work. The parties agree that the Scope of Services is a description of ARTIST's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and any and all labor,

materials, equipment, and tasks as necessary and required to design, build, and complete the Work, as contemplated by this Agreement.

- 2.2 ARTIST acknowledges and agrees that while the Contract Administrator has not been designated, the authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement, such increases, decreases, or other modifications may be made by mutual agreement of the CITY, if over \$25,000, or the City Manager, if under \$25,000, and Artist, as memorialized and approved in a written amendment to this Agreement.
- 2.3 ARTIST shall provide monthly progress reports and/or deliverables in a manner acceptable to the Contract Administrator.
- 2.4 Upon installation of the Work, the ARTIST shall furnish the Contract Administrator with professional photographic documentation, or other acceptable documentation. Photographs shall at a minimum include the following:
 1. Two (2) identical sets of twelve 35mm color slides illustrating various aspects of the artwork within the site.
 2. Two 4x5 color transparencies.
 3. Four 8x10 black and white photographs.Submitted slides and photographs shall be of acceptable professional quality as determined by the Contract Administrator.
- 2.5 Upon completion of the Work, ARTIST shall provide Contract Administrator a detailed written schedule and instructions for the routine care, maintenance, and preservation specific to the Work, as set forth in Exhibit ☐C☐ Cataloguing Form, attached and made a part hereof.
- 2.6 ARTIST shall be responsible for the quality and timely completion of the Work. The ARTIST shall be responsible for designing the Work so that it can be constructed without exceeding the approved budget. The ARTIST shall, without additional compensation, and without limitation, correct or revise any errors, omissions, or other deficiencies in the Work to the reasonable satisfaction of the Contract Administrator.
- 2.7 ARTIST agrees that an essential element of this Agreement is the personal skill and creativity of the ARTIST. The ARTIST shall not assign any creative or artistic portions of the Work to another party without the written consent of the Mayor and City Commission.
- 2.8 ARTIST agrees that all work performed pursuant to the Scope of Services and under this Agreement, and that the Work itself, shall comply with any and all applicable laws, ordinances, codes and regulations. ARTIST shall acquire any approvals and permits required by State and local law for the Work.
- 2.9 The ARTIST shall not make any public information release in connection with Services performed pursuant to this Agreement without the prior written approval of the Contract Administrator.
- 2.10 In the event the Services are combined or otherwise coordinated with services by third parties not within the control of the ARTIST, the ARTIST shall not be responsible for such third party services. If any part of the ARTIST'S Work depends upon proper execution or results of work of the CITY or a third party responsible to the CITY, the ARTIST shall, prior to proceeding with the Work, promptly report, in writing, to the Contract Administrator any apparent discrepancies or other defects in such other work which renders the Work unsuitable for proper execution and results by the ARTIST. If not promptly reported in writing, as required herein, the Artist shall be deemed to have waived his right(s) to contest or request additional compensation, time, or any

other accommodation required to address such discrepancy and/or defect, and Artist shall have been deemed to have assumed the risk.

The ARTIST shall take all reasonable steps to coordinate the Services and the Work, with the work of the CITY or of a third party on the Project. ARTIST agrees to accept responsibility for any delays to the work of the CITY or of a third party on the Project if ARTIST fails to take reasonable steps to coordinate his services and the Work with said parties.

- 2.11 While ARTIST is involved in the execution, fabrication, transportation, inspection and/or installation of the Work, the following provisions shall also apply:
 - a. The Contract Administrator shall notify ARTIST of the City and any other contractor(s) operation, construction and maintenance schedules in and around the area where the ARTIST's Work is to be performed. The ARTIST shall perform his Services and prosecute the Work in a manner and time so as not to cause interference with any of the operations of the CITY or third party contractor(s). In the event of conflict between the schedules of the contractor, CITY, and ARTIST, said conflict shall be resolved by the CITY, in its sole judgment and discretion.
 - b. When working on CITY property, the ARTIST shall perform such clean up as may be reasonably requested by CITY, in its sole judgment and discretion. Upon completion of the Services and/or the Work, whichever comes first, the ARTIST shall remove his equipment, excess materials, and waste promptly and as requested by CITY.
- 2.12 The ARTIST shall bear any transportation and storage costs resulting from the completion of the Services and of the Work prior to the time provided in the schedule for installation.
- 2.13 Title to the Work shall pass to the CITY upon written final acceptance of the complete installed Work by the CITY. All risk of destruction, or damage to, the Work or any part thereof from any cause whatsoever shall be borne by the ARTIST until written final acceptance by the CITY. The ARTIST shall, at the ARTIST's sole expense, rebuild, repair, restore, and make good all such damage to any portion of the Work until Title to the Work has passed to the CITY, except any portions previously accepted by the CITY as provided above. However, the ARTIST shall not be responsible for repairing any damage caused by job-site contractors or subcontractors not under the ARTIST'S contractual control or supervision.

ARTICLE 3 TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the last date of execution by the parties and shall end thirty (30) days before the opening ceremony or public access to the site or 480 days thereafter, whichever is earlier.
- 3.2 All duties, obligations, and responsibilities of the ARTIST required by this Agreement, including first and foremost, the completion of the Work, as accepted by the City, shall be completed within ___ days from the date of Notice to Proceed (or signing of agreement), and/or no later than thirty (30) days before the opening ceremony or public access to the site, whichever is later. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.
- 3.3 The CITY may grant a reasonable extension of time to the ARTIST in the event that there is a delay on the part of the CITY in performing its obligations or in completing the underlying capital project (the Project), or if conditions beyond the ARTIST'S control render timely performance of the ARTIST'S services impossible. The determination of whether a delay is beyond the ARTIST'S control or not shall be made solely by the Contract Administrator and ARTIST agrees to abide by the Contract Administrator's decision.

- 3.4 Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control and/or force majeure, will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4 COMPENSATION

- 4.1 CITY agrees to pay ARTIST, in the manner specified in Section 4.2 and Exhibit "B," Compensation and Schedule of Payments, the total amount of (amount) (\$\$\$) for work satisfactorily performed and completed pursuant to this Agreement, and as accepted by the City, through its Contract Administrator. This amount shall be accepted by ARTIST as full compensation for the Services and the Work. It is acknowledged and agreed by ARTIST that this amount is the maximum amount payable and constitutes a limitation upon CITY's obligation to compensate ARTIST for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon ARTIST's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services or to diligently prosecute and satisfactorily complete the Work in a manner acceptable to the CITY. No amount shall be paid to ARTIST to reimburse its expenses.

4.2 METHOD OF BILLING AND PAYMENT

- 4.2.1 ARTIST may submit invoices for compensation no more often than on a monthly basis, but only after the portion of the Services for which the invoices are submitted have been satisfactorily completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice, which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred. A written progress report shall accompany each invoice, describing the portion of Services and/or of the Work completed during that pay period.
- 4.2.2 Subject to 4.2.1 above, the CITY shall pay ARTIST within thirty (30) calendar days of receipt of ARTIST's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment may be withheld for failure of ARTIST to comply with a term, condition, or requirement of this Agreement; for Services not satisfactorily performed; and/or in the event the City does not accept the Work.
- 4.2.3 CITY may include an allowance reserve not to exceed ten (10%) percent of the (name of project) construction budget to provide for unforeseen costs, including but not limited to, construction delays or site changes.
- 4.2.4 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to Contract Administrator.

Payment shall be made to ARTIST at: (physical residence)

ARTICLE 5 CHANGES IN SCOPE OF SERVICES

- 5.1 Any change to the Scope of Services or to the Work must be accomplished by a written amendment, executed by the parties in accordance with Section 13.16.

- 5.2 The ARTIST shall, whenever required during the term of this Agreement, present to Contract Administrator in writing, drawing(s) or other appropriate media for further review and approval of any significant changes in the scope, design, color, size, material, utility and support requirements, texture, or location of the site or of the Work. A significant change is any which affects the installation, scheduling, site preparation or maintenance of the Work, or the concept of the Work, as represented in the original approved design.

ARTICLE 6 WARRANTIES/STANDARDS

- 6.1 The ARTIST warrants that: (a) the design or Work being commissioned is the original product of the ARTIST's own creative efforts; (b) unless otherwise stipulated, the Work is original, that it is an edition of one; and (c) that ARTIST shall not sell or reproduce the Work, or allow others to do so without the prior written consent of CITY. This warranty shall survive the term of this Agreement.
- 6.2 The ARTIST shall guarantee the Work to be free from faults of material and workmanship for a period of two (2) years after installation or final acceptance by CITY, whichever occurs later.
- 6.3 The ARTIST shall deliver the Work to the CITY free and clear of any liens from any source whatsoever. These guarantees shall apply to work(s) that are entirely that of the ARTIST or persons responsible to the ARTIST, and shall not apply to materials or workmanship of projects in which the Work of ARTIST is integrated or combined, or to materials purchased, acquired, or installed by a person or entity not responsible to the ARTIST. This warranty shall survive the term of this Agreement.
- 6.4 The ARTIST shall faithfully perform the Work in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature. This warranty shall survive the term of this Agreement.

ARTICLE 7 OBLIGATIONS OF CITY

- 7.1 CITY shall assist ARTIST by placing at ARTIST's disposal all public information it has available pertaining to the Project without cost to ARTIST.
- 7.2 CITY shall:
- a. arrange for access so that ARTIST may enter upon public property as required for ARTIST to perform the Services under this Agreement;
 - b. give prompt written notice to ARTIST whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ARTIST's services;
 - c. arrange public meetings and consultations as needed for the ARTIST to fulfill the ARTIST's obligations under this Agreement;
 - d. review materials submitted pursuant to Exhibit "A" in a timely manner;
 - e. prepare and install, at its expense, a plaque or sign identifying the ARTIST, the title of the Work and year of completion, and shall reasonably maintain such notice in good repair; and
 - f. reasonably assure that the Work is properly maintained and protected, taking into account the recommendations of the ARTIST, as stated in the Cataloging Form provided by the ARTIST.

ARTICLE 8 ARTIST'S RIGHTS

- 8.1 The ARTIST understands and expressly agrees that, as to the ARTIST's rights in the Work, the provisions of this Article shall control over the provisions of 17 U.S.C. 106A(a), and shall constitute a waiver by the ARTIST of any and all rights in the Work set out in or otherwise granted by 17 U.S.C. 106A(a), Visual Artists Rights Act of 1990, or by any other operation of law.
- 8.2 All other rights in and to the Work, including but not limited to, all rights in the nature of Droit Moral relating to any continuing interest the ARTIST may have in the maintenance or modification of the Work, are expressly waived by the ARTIST and insofar as such rights are transferable, are assigned to the CITY.
- 8.3 Notwithstanding this waiver, CITY, through the City Manager or his designee, shall make a diligent good faith effort to notify ARTIST of any proposed action which will remove, destroy, or otherwise modify the Work by providing notice to the ARTIST by registered mail at the most recent address provided to and on file with the City of Miami Beach Office of Arts, Culture & Entertainment, the Contract Administrator.
- 8.4 In the event that ARTIST fails, within ninety (90) days of receipt of such notice, to remove the Work, pay for its removal, or participate in the reworking or preserving of the Work, CITY shall have the right to proceed with the removal or other modification of the Work. In the event that CITY makes a diligent, good faith attempt without success to notify the ARTIST of its intended action, CITY shall have the right to proceed with alteration of the Work by reason of repair and maintenance or removal.
- 8.5 The ARTIST shall be given the right of first refusal to perform repairs and restorations and shall be paid a reasonable fee for such services, provided that the ARTIST and CITY shall agree in writing upon the fee before the commencement of such services and execute a two-party agreement memorializing same.

ARTICLE 9 COPYRIGHTS

- 9.1 ARTIST shall retain all copyright in and to the Work created under this Agreement, provided that the ARTIST grants to CITY an irrevocable license to graphically depict the Work in any non-commercial manner or media whatsoever to promote the CITY or the CITY's cultural programs, or for whatever other public purposes the CITY, in its discretion, deems necessary.
- 9.2 ARTIST agrees and further warrants to the CITY that all Services performed under this Agreement, and the Work, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The ARTIST further agrees that the Work will not utilize any protected patent, trademark or copyright unless ARTIST has obtained proper permission and all releases and other necessary documents. Such depictions shall in all cases be accompanied by proper attribution to ARTIST, including name, title of work, materials and dimensions.
- 9.3 If the ARTIST uses any protected material, process or procedure, the ARTIST shall disclose such patent, trademark or copyright in the construction drawings and technical specifications.

ARTICLE 10 INDEMNIFICATION

- 10.1 ARTIST shall at all times indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by City Attorney to defend CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of ARTIST, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject

matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due ARTIST under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 11 INSURANCE

- 11.1 ARTIST shall at all times during the term of this Agreement maintain in force those insurance policies as designated in the attached Exhibit D, Certificates of Insurance, and will comply with those requirements as stated therein. Certificates of insurance shall be furnished to and approved by CITY before commencement of any Services. Such certification of insurance will provide CITY with thirty (30) days prior written notice of any cancellation or non-renewal.

ARTICLE 12 TERMINATION

- 12.1 In the event that ARTIST or the CITY fails to perform or observe any of the covenants, terms, or provisions under this Agreement and such failure continues thirty (30) days after written notice therefore from the other party hereto, such non-defaulting party may immediately or at any time thereafter, without further demand or notice, terminate this Agreement without prejudiced as to any remedies which may be available to it for breach of contract.
- 12.2 Termination of this Agreement for cause may include, but not be limited to, failure to suitably perform the Services and/or the Work, failure to continuously perform the Services and/or the Work in a manner calculated to meet or accomplish the objectives of CITY, as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 12.3 Notice of termination shall be provided in accordance with the NOTICES section of this Agreement.
- 12.4 The CITY, in addition to the rights and options to terminate this Agreement for cause, retains the right to terminate this Agreement, at its sole option, at any time, for convenience, without cause and without penalty, when, in its sole discretion it deems such termination is in the best interest of the CITY, upon notice to ARTIST, in writing, fourteen (14) days prior to termination. ARTIST shall be compensated for all Services satisfactorily performed up to the time of receipt of said written termination notice, and/or the assembly and submittal to the CITY of documents for the Services performed, and the CITY shall have no further liability for compensation, expenses or fees to ARTIST. In the event this Agreement is terminated for convenience, upon being notified of CITY's election to terminate, ARTIST shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. ARTIST acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by ARTIST, is given as specific consideration to ARTIST for CITY's right to terminate this Agreement for convenience.
- 12.5 The death or permanent incapacity of the ARTIST shall automatically terminate this Agreement. Neither the ARTIST nor the ARTIST's estate shall have any further right to perform hereunder. The CITY shall pay the ARTIST's estate or the ARTIST the compensation payable for any Services satisfactorily rendered prior to such termination not heretofore paid reduced by the amount of additional costs that shall be incurred by the CITY by reason of such termination.

ARTICLE 13
MISCELLANEOUS

13.1 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of ARTIST that are related to this Project. ARTIST shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

ARTIST shall preserve and make available, at reasonable times for examination and audit by CITY, through its Finance Department, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to ARTIST's records, ARTIST shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ARTIST. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

13.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

ARTIST shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. ARTIST shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, ARTIST shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

ARTIST's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

ARTIST shall not engage in or commit any discriminatory practice in violation of the Miami Beach Human Rights Ordinance performing any Services pursuant to this Agreement.

13.3 PUBLIC ENTITY CRIMES ACT

ARTIST represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is

a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, ARTIST further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a 'public entity crime' and that it has not been formally charged with committing an act defined as a 'public entity crime' regardless of the amount of money involved or whether ARTIST has been placed on the convicted vendor list.

13.4 INDEPENDENT CONTRACTOR

ARTIST is an independent contractor under this Agreement. In providing Services under this Agreement, neither ARTIST nor its agents shall act as officers, employees, or agents of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

13.5 THIRD PARTY BENEFICIARIES

Neither ARTIST nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY: (title, department)
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
(phone)

FOR ARTIST: (name, address, phone)

13.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, ARTIST shall not subcontract any portion of the work required by this Agreement without the prior written consent of the Mayor and City Commission.

ARTIST represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

ARTIST shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of ARTIST's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

13.8 CONFLICTS

Neither ARTIST nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with ARTIST's loyal and conscientious exercise of judgment related to its performance under this Agreement.

ARTIST agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, ARTIST agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude ARTIST or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event ARTIST is permitted to utilize subcontractors to perform any services required by this Agreement, ARTIST agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

13.9 CONTINGENCY FEE

ARTIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARTIST, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ARTIST, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.10 MATERIALITY AND WAIVER OF BREACH

CITY and ARTIST agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

13.11 COMPLIANCE WITH LAWS

ARTIST shall comply with all Federal, State, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

13.12 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or ARTIST elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

13.13 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 of this Agreement shall prevail and be given effect.

13.15 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami Dade County, Florida.

13.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Commission, if over \$25,000, or the City Manager, if less than \$25,000, and ARTIST.

13.17 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 13.16 above.

13.18 MULTIPLE ORIGINALS

This Agreement may be fully executed in three (3) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(13.18 is the final clause)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: City of Miami Beach, Florida, signing by and through its City Manager, authorized to execute same by the City Commission, and ARTIST, duly authorized to execute same.

ATTEST:
City Clerk
Date

CITY:
Mayor

WITNESSES:
Date

ARTIST:

Approved as to Insurance Requirements by RISK MANAGEMENT DIVISION
Date

EXHIBIT A SCOPE OF SERVICES

PURPOSE: ARTIST will design, fabricate and install artwork(s) for the (name of project and title of artwork).

LOCATION OF FACILITY: (address of project), Miami Beach, Florida.

ADMINISTRATIVE COORDINATION: The CONTRACT ADMINISTRATOR may designate a public art project manager. The ARTIST shall maintain regular communication with the public art project manager via phone, fax, letter or e-mail.

DESIGN COLLABORATION: During the design of the artwork(s), the ARTIST shall collaborate and coordinate with the Contract Administrator or his/her designated public art project coordinator, Consultant, General Contractor, or any other professional or individual designated by the City. The designs of the artworks shall be coordinated with the facility design process in the following areas: aesthetics, public presentations, construction documents, cost estimates and facility project schedules. Should the design of the artwork require specialized professional services, the ARTIST may hire an appropriate sub-consultant, however, the City retains the right to reject the choice of sub-consultant. Upon approval of the artwork design, the ARTIST shall provide all necessary information on a timely basis such that relevant components of the artwork design can be incorporated into the final construction documents where appropriate.

CONSTRUCTION AND INSTALLATION COORDINATION: During the construction of the facility and the installation of the artwork, the ARTIST shall collaborate and coordinate with the Contract Administrator or his/her designated public art project coordinator, Consultant, General Contractor, or any other professional or individual designated by the City. The ARTIST shall coordinate the installation of the artworks with the construction schedule and install the artwork in compliance with the construction documents. The ARTIST shall be responsible for construction oversight during the fabrication and integration of all artist-designed components, whether fabricated by ARTIST's subcontractors or included in construction documents to be fabricated and installed by others.

DELIVERABLES: the ARTIST shall provide the following deliverables:

I-A Research.

1. The ARTIST shall provide documentation of background research involving site specific environmental and cultural elements, site documentation, and future users of the facility.
2. The research phase includes two, two-day, site visits for meetings, an initial orientation visit, a coordination meeting with the design team, and community representatives and partner agency presentation meeting(s).

I-B Conceptual Design. The ARTIST shall develop a conceptual design proposal and shall secure its approval by the Miami Beach Art in Public Places Professional Advisory Committee for the project titled "(title)," as follows:

1. The ARTIST shall submit drafts of the conceptual design proposal to Art in Public Places project manager a minimum of one month prior to review by the Professional Advisory Committee or as otherwise acceptable to the Contract Administrator. The design proposal may be reviewed by the Miami Beach environmental specialist prior to review by the Professional Advisory Committee.
2. ARTIST shall provide conceptual design drawings on illustration boards and/or models and color slides of the same. Ten (10) bound color copies of design drawings and/or model photographs, concept statements, schematic fabrication and installation budget with future operational and conservation costs, schematic project schedule, and a description the integration of the artwork with the facility design and construction.
3. The ARTIST shall personally present the conceptual design proposal to the Professional Advisory Committee for the project titled "(title)."
4. This phase of work includes a site visit for presentation to the Professional Advisory Committee and coordination with the design team.

I-C Design Development. The ARTIST shall complete the design development of the approved artwork conceptual design and shall secure its approval from the CONTRACT ADMINISTRATOR. Approval and notice to proceed on fabrication shall occur after an architectural coordination review and submittal of all artwork design development deliverables. Based on the requirements of the approved artwork conceptual design, the CONTRACT ADMINISTRATOR can waive the submittal of any unnecessary design development deliverables or postpone the submittal to the fabrication and installation phase.

1. The ARTIST shall submit final design drawings for fabrication, artist proofs, material samples, artwork and artwork support specifications for inclusion in facility construction documents, verified cost estimate, sub-contractor list, building permits, and a fabrication and installation schedule.
2. If the verified cost exceeds the budget, the artist is obligated to redesign the artwork to fit within the established budget inclusive of all payments to the ARTIST.
3. This phase includes a site visit for coordination and presentation purposes.

I-D Fabrication and Installation. The ARTIST shall fabricate, deliver and install all artwork(s) and artwork support components as per the approved design development drawings.

I-E Final Conservation Documents. The ARTIST shall submit all photographic documentation and completed cataloguing forms. If the ARTIST utilizes computer technology in the fabrication of the artwork, the ARTIST will submit electronic copies of any computer files that will support on-going operations or future repairs and conservation of the artwork.

COMPLETION AND INSPECTION: Upon completion and installation of all designed and fabricated components, the ARTIST shall be responsible for obtaining final approval from the City Manager.

PHOTOGRAPHIC DOCUMENTATION: Professional photo-documentation suitable for publication shall include images of all major aspects of the entire project. The artist-supplied photo-documentation shall be reproducible, at no cost to the City, for any and all non-commercial uses by the City.

COMMUNITY INVOLVEMENT and EDUCATIONAL OUTREACH: In the development of the artwork design, the ARTIST shall research the relevant concerns and interests of the partner agency, future users of the facility and surrounding community. The ARTIST shall participate in at least one community meeting and two meetings, as determined by the Contract Administrator.

TIMELINE FOR COMPLETION: ARTIST shall be aware of and comply with design and construction timeline and shall ensure that all artwork components are completed and installed according to the established schedule (see 3.2).

PERMITS: It shall be the ARTIST's responsibility, where applicable, to obtain all necessary permits as required in cooperation with the Architect and General Contractor, and provide proof of same to the Contract Administrator prior to fabrication.

EXHIBIT B COMPENSATION AND SCHEDULE OF PAYMENTS

ARTIST will be paid the specified installment, upon submitting invoice and documentation substantiating satisfactory completion of each phase of work as described below. ARTIST will be paid the total sum of \$(amount), for work that shall include all costs associated with design development and fabrication of artwork(s), including but not limited to travel and accommodation, taxes and fees if necessary, materials, labor by sub-consultants and subcontractors, delivery and installation.

Each invoice shall include a **written progress report** utilizing standard Vendor Invoice form, with a narrative discussion of all activities in progress during the report period, photo documentation where appropriate, based upon the stated Scope of Services and payment description. Seven milestone payments shall be made as follows:

Payment # 1: Not to exceed \$_____ upon execution of Agreement and interaction with the CONTRACT ADMINISTRATOR, Architect, and community representatives; site visit and documented background research relevant to the Project.

Payment #2: Not to exceed \$_____ upon submittal to the CONTRACT ADMINISTRATOR of all conceptual design deliverables as written in the scope of work and obtaining approval of the artwork conceptual design proposal from the Art in Public Places and the City Commission.

Payment #3: Not to exceed \$_____ upon submission to and acceptance by the CONTRACT ADMINISTRATOR of required artwork design development deliverables.

Payment #4: Not to exceed \$_____ upon submission and approval by the CONTRACT ADMINISTRATOR of final artist proofs and material samples, documentation of field verification of all dimensions, as appropriate, and photographic documentation demonstrating that the artwork is 50% fabricated.

Payment #5: Not to exceed \$_____ upon submission and approval by the CONTRACT ADMINISTRATOR of photographic documentation demonstrating that the artwork is 100% fabricated.

Payment #6: Not to exceed \$_____ upon delivery and installation of the artwork.

Payment #7: Not to exceed \$_____ upon approval of the artwork by the City Manager, completion of all activities specified in the contract and outlined in Exhibit A - Scope of Services, submittal and acceptance by the CONTRACT ADMINISTRATOR of documentation for conservation and documentation that all sub-consultants and subcontractors have been paid.

Payments shall be made as follows:

CONTINGENCY RESERVE: ARTIST has agreed to fully perform the Scope of Services set forth in Article 2 for the total compensation set forth in Section 4.1 above. However, unforeseen costs, including but not limited to construction delays or site changes which are beyond the control of and are not the fault of ARTIST may adversely affect ARTIST'S costs. Therefore, CITY has set aside a contingency reserve amount of Five Thousand Dollars (\$5,000.00) that may, in the sole discretion of CITY, be paid to ARTIST in whole or in part. Any additional compensation paid to ARTIST from the contingency reserve shall be pursuant to written document in accordance with Section 13.16 except that the document may be signed by the Contract Administrator and the ARTIST. For purposes of this Section, unforeseen costs shall not include expenses that the Contract Administrator reasonably determines should have been contemplated by ARTIST when developing the Project budget, including the original design and related artwork budget.

EXHIBIT C
CATALOGUING FORM

1. Artist Information
 - A. Name: _____ plus (SS#)
 - B. Date of Birth: _____
 - C. Place of Birth: _____
 - D. Address: _____
 - E. Contact Phones: _____
 - F. One paragraph biography of artist: _____
- II. Work of Art
 - A. Title: _____
 - B. Medium: _____
 - C. Dimensions in inches or centimeters: _____
- III. Installation
 - A. Installation executed by ARTIST.
 - B. Installation method (attached)
 - C. Date of Installation (attached)
- IV. External Factors
 - A. Describe physical positioning of the artwork: _____
 - B. Describe existing environmental factors that may affect the condition of the artwork: _____
 - C. If the work is site-specific, describe the relationship of the work to its site: _____

EXHIBIT D
CERTIFICATE OF INSURANCE

(last exhibit in artist agreement)

*Last page of Master Plan Guidelines dated March 2004

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing the execution of a perpetual easement interest with FDOT to allow for the construction of a triple-left-turn northward from 63rd Street onto Indian Creek Drive, as part of an at-grade project which will replace the 63rd Street Flyover.

Issue:

Shall the City grant an easement to FDOT, as requested?

Item Summary/Recommendation:

This is a companion item to a previous Discussion Item on this Commission Agenda.

Resolution No. 2000-23965, dated June 7, 2000, endorsed an FDOT-proposed at-grade project for the 63rd Street/Indian Creek Drive intersection, after two independent traffic analysis of the area (conducted respectively by consultants for the City and the adjacent Neighborhood Associations) agreed with the FDOT conclusions. Subsequently, at City Commission request, a third independent traffic analysis was completed in November 2003, by HNTB, Inc. This analysis, using 2003 traffic data, once again confirmed the results of previous traffic studies.

In order to complete the final design plans for a construction planned to start in October 2005, FDOT requests that the City grant a perpetual easement on two strips of land, for a combined 1578 sq.ft, out of the easternmost portion of Brittany Bay Park. This easement will widen the Indian Creek Drive crosssection to allow for the construction of a landscaped median. FDOT can build a triple-left intersection (as part of the at-grade project) without the easement, but then the landscaped median will not be built. FDOT has agreed to restore, at its sole cost and responsibility, any City infrastructure, including utility lines, sidewalk, and landscaping, that may be affected by the granting of this easement. The easement will revert back to the City if the at-grade project is not under construction by 2007. This easement will not adversely impact the park or access to the park. The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

The Transportation and Parking Committee, at their meeting of May 2000, endorsed and recommended the proposed at-grade project.

Financial Information:

Source of Funds:				
		Amount	Account	Approved
	1			
	2			
	3			
	4			
<div>Finance Dept.</div>	Total	N/A		

City Clerk's Office Legislative Tracking:

Robert Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2004\May0504\Regular\63rd At Grade Easement.summary.doc

AGENDA ITEM

A7E

DATE

5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PERPETUAL EASEMENT INTEREST WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR TWO SEPARATE STRIPS OF LAND ALONG THE EAST SIDE OF BRITTANY BAY PARK, CONTAINING 1578 SQUARE FEET, A LEGAL DESCRIPTION OF WHICH BEING ATTACHED HERETO AND MADE PART OF THIS RESOLUTION. SAID EASEMENT WILL WIDEN THE INDIAN CREEK DRIVE CROSSECTION TO ALLOW FOR THE CONSTRUCTION OF A TRIPLE-LEFT INTERSECTION, AS PART OF FDOT'S AT-GRADE PROJECT AT 63RD STREET AND INDIAN CREEK DRIVE. FDOT AGREES TO RESTORE TO SUBSTANTIALLY THE SAME CONDITION WHICH EXISTED IMMEDIATELY PRIOR TO SUCH WORK, AT ITS SOLE COST AND RESPONSIBILITY, ANY AND ALL AFFECTED CITY INFRASTRUCTURE WITHIN THE EASEMENT AREA, INCLUDING BUT NOT LIMITED TO UTILITY LINES, SIDEWALK AND LANDSCAPING; AND FURTHER THAT THE EASEMENT WILL BECOME NULL AND VOID IF THE PROJECT IS NOT UNDER CONSTRUCTION BEFORE THE YEAR 2007, AND THE RIGHTS CONVEYED BY THE CITY REVERT BACK TO THE CITY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

This is a companion item to a previous Discussion Item on this Commission Agenda, regarding the 63rd Street At-Grade Project.

Resolution No. 2000-23965 dated June 7, 2000 endorsed the Florida Department of Transportation (FDOT)-proposed at-grade solution for the intersection of 63rd Street and Indian Creek Drive, as the best traffic operations solution available for the area. FDOT requests that the City grant a perpetual easement on two (2) strips of land along the east property line of Brittany Bay Park, abutting Indian Creek Drive, containing 1,578 square feet, as fully described in the attached easement document and map. This easement

will widen the Indian Creek Drive cross-section to allow for the construction of a landscaped median. FDOT can build a triple left intersection (as part of the FDOT at-grade project) without the easement, but then the landscaped median will not be built.

Three (3) independent evaluations of the FDOT study and findings were conducted respectively by the City (Corradino Group, April 2000), the Neighborhood Associations (Miller Engineering, April 2000); and again by the City (HNTB, Inc., November 2003). These three independent evaluations concluded that the at-grade project is the best traffic operations solution for the intersection.

In order to maintain the project schedule for construction start in October 2005, FDOT urges the City to authorize the easement at this meeting. The proposed easement packet, which is attached hereto, includes the following items:

- ☐ A letter-request (cover letter) from the FDOT Office of Right-of-Way Administration;
- ☐ Proposed easement Letter
- ☐ Proposed easement document/legal description
- ☐ Copy of the parcel sketch (map)

The Administration foresees no adverse impacts to Brittany Bay Park, due to the granting of the easement. FDOT has agreed to include the following City-imposed conditions as part of the easement documentation:

1. Upon completion of the work required to be performed, FDOT agrees to restore to substantially the same condition which existed immediately prior to such work, at its sole cost and responsibility, any and all affected city infrastructure within the easement area, including but not limited to utility lines, sidewalk and landscaping; and further that
2. The easement will become null and void if the project is not under construction before the year 2007, and the rights conveyed by the City revert back to the City.

The Administration recommends approval of the Resolution.

JG/RM/FB/JJ/AJ

Attachment: Proposed Easement Packet received from FDOT

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PERPETUAL EASEMENT IN FAVOR OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ON TWO SEPARATE STRIPS OF LAND ALONG THE EAST SIDE OF BRITTANY BAY PARK, CONTAINING A TOTAL 1,578 SQUARE FEET; SAID EASEMENT GRANTED FOR TRANSPORTATION PURPOSES WHICH ARE IN THE PUBLIC OR COMMUNITY INTEREST AND FOR THE PUBLIC WELFARE, FOR THE PURPOSE OF DEMOLITION OF THE 63RD STREET FLYOVER AND FOR WIDENING THE INDIAN CREEK DRIVE CROSS-SECTION SO AS TO ALLOW FOR THE CONSTRUCTION OF A TRIPLE-LEFT INTERSECTION, AS PART OF FDOT'S AT-GRADE PROJECT AT 63RD STREET/INDIAN CREEK DRIVE; PROVIDED FURTHER, THAT FDOT SHALL RESTORE, TO SUBSTANTIALLY THE SAME CONDITION WHICH EXISTED IMMEDIATELY PRIOR TO THE AFORESTATED WORK, AND AT FDOT'S SOLE COST AND RESPONSIBILITY, ANY AND ALL AFFECTED CITY INFRASTRUCTURE WITHIN THE EASEMENT AREAS, INCLUDING BUT NOT LIMITED TO, UTILITY LINES, SIDEWALKS, AND LANDSCAPING; AND PROVIDED FURTHER, THAT THE PERPETUAL EASEMENT GRANTED HEREIN WILL BECOME NULL AND VOID, AND ANY INTEREST GRANTED TO FDOT PURSUANT TO THE SAID EASEMENT SHALL BE EXTINGUISHED, AND THE EASEMENT AREAS WILL AUTOMATICALLY REVERT BACK TO THE CITY, SHOULD FDOT NOT COMMENCE CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN BY JANUARY 1, 2007.

WHEREAS, the Florida Department of Transportation (FDOT) has proposed to replace the existing flyover at 63rd Street and Indian Creek Drive, with an at-grade solution for the intersection (the Project); and

WHEREAS, in 2000, two independent evaluations of the FDOT study were conducted, respectively, by the City and the surrounding neighborhood associations, both confirming the FDOT findings for the Project; and

WHEREAS, on June 7, 2000, the City Commission endorsed the Project as the best solution for the intersection; and

WHEREAS, in November 2003, the City conducted a third independent evaluation of the FDOT proposal, which once again validated the original FDOT findings for the Project; and

WHEREAS, in order to initiate, construct, and complete the Project, FDOT will require that the City grant it a Perpetual Easement, consisting of two separate strips of City-owned land, containing a combined total of 1,578 square feet, and located at the easternmost portion of Brittany Bay Park, along the southbound Indian Creek corridor, for the purpose of demolition of the existing 63rd Street flyover and construction of a

triple left intersection; and

WHEREAS, FDOT has made a written application to the City for said easement; and

WHEREAS, the Administration has reviewed FDOT's request, as well as the attached Perpetual Easement, and would recommend that the Mayor and City Commission approve same in substantial form, subject to any further changes the Administration and City Attorney's Offices may have as to the final document.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a Perpetual Easement in favor of the Florida Department of Transportation (FDOT) on two separate strips of land along the east side of Brittany Bay Park, containing a total 1,578 square feet; said easement granted for transportation purposes which are in the public or community interest and for the public welfare, for the purpose of demolition of the 63rd Street flyover and for widening the Indian Creek Drive cross-section so as to allow for the construction of a triple-left intersection, as part of FDOT's At-Grade Project at 63rd Street at Indian Creek Drive; provided further, that FDOT shall restore, to substantially the same condition which existed immediately prior to the aforesated work, and at FDOT's sole cost and responsibility, any and all affected City infrastructure within the Easement areas, including but not limited to, utility lines, sidewalks, and landscaping; and provided further, that the Perpetual Easement granted herein will become null and void, and any interest granted to FDOT pursuant to the said Easement shall be extinguished, and the Easement areas will automatically revert back to the City, should FDOT not commence construction of the Project described herein by January 1, 2007.

PASSED and ADOPTED this _____ day of _____, 2004.


MAYOR

ATTEST:


CITY CLERK

T:\AGENDA\2004\Mar1704\Regular\63rd At-Grade Easement.reso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date



Florida Department of Transportation

JEB BUSH
GOVERNOR

OFFICE OF RIGHT OF WAY ADMINISTRATION - DISTRICT SIX
1000 NW 111 AVENUE - ROOM 6116, MIAMI, FLORIDA 33172
PHONE: (305) 470-5150 / SC 429-5150 FAX: (305) 429-2340

JOSE ABREU
SECRETARY

January 1, 2004

City of Miami Beach
1700 Convention Center Drive
Fourth Floor
Miami Beach, Florida 33139

Attention: Amelia Johnson

RE: Item Segment # : 2499401
SR No. : SR A1A (Indian Creek Drive)
From/To : 59 Street to 62 Abbot Avenue
County : Miami-Dade
Parcel : 800

Dear Ms. Johnson:

Per our conversation this morning, I am hereby enclosing all the necessary documentation for the City's Donation of the referenced parcel. There was a minor revision to the parcel as follows:

The area for parcel 800 (two parts) is **1,578 sq. ft.** more or less (area was originally **5,659 S.F.**). The parcel is further described in the parcel sketch and legal descriptions attached hereto.

We were advised FDOT's request will be placed in the November 25, 2003 Commission Meeting.

In the meantime, if you need additional information, my number is (305) 470-5177. Your prompt attention to this matter is greatly appreciated.

Sincerely,

Paulina Villón
Real Estate Level III

Encl. (4)
Donation Letter
R/W Parcel Sketch
Perpetual Easement Document
Legal Description

cc: Fred Beckmann, City of Miami Beach
Debora M. Rivera, District R/W Manager
Alejandro G. Casals, DRWA
Richard Lineberger, Acquisition Administrator
Dennis Fernandez, Project Manager
R&FM



Florida Department of Transportation

JEB BUSH
GOVERNOR

JOSE ABREU
SECRETARY

Donation of Property to the Florida Department of Transportation

January 1, 2004

Mr. Fred Beckmann, Director of Public Works
City of Miami Beach
1700 Convention Center Drive
Fourth Floor
Miami Beach, Florida 33139

ITEM/SEGMENT NO.:	2499401
MANAGING DISTRICT:	Six
F.A.P. NO.:	n/a
STATE ROAD NO.:	SR A1A (Indian Creek Drive)
COUNTY:	MIAMI-DADE
PARCEL NO.:	800
INTEREST CONVEYED:	perpetual easement

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

City of Miami Beach
Type or Print Property Owner's Name

1700 Convention Center Drive, Fourth Floor
Street Address

Miami Beach, Florida 33139
City, State, Zip Code

Date

07-PE.13 01/01

This instrument prepared by,
or under the direction of,
D. Michael Schloss, Esq.
District General Counsel
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
December 2, 2002 – NE

Parcel No. : 800.1R(12-18-03)
Item/Segment No.: 2499401
Managing District: 6

PERPETUAL EASEMENT

THIS EASEMENT, Made this _____ day of _____, 20____, by the City of Miami Beach, a municipality of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of: Demolition of Flyover and construction of triple left intersection in, over, under, upon and through the following described land in Miami-Dade County, Florida, to-wit:

Parcel 800

F. P. No. 2499401

Project 87060-2568

Those portions of Lots 1 through 7, inclusive, Block 3, of the AMENDED PLAT - SECOND OCEAN FRONT SUBDIVISION, as recorded in Plat Book 28, at Page 28, of the Public Records of Miami-Dade County, lying in the south one-half (S. ½) of Section 11, Township 53 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of Lot 12, said Block 3; thence run North 89°57'50" East along the north line of said Lot 12, a distance of 110.95 feet to the existing westerly right of way of State Road A-1-A (Indian Creek Drive - a 90.00 foot right of way at that point); thence run South 12°55'49" East for 1.92 feet along the westerly line of a right of way dedication recorded in Deed Book 3459, at Page 396 of said Public Records of Miami-Dade County; thence run South 5°16'07" East along the westerly right of way line of an area claimed by the Florida Department of Transportation's Maintenance Map recorded in Road Plat Book 152 at Page 21 of said Public Records on August 21st, 2002, for a distance of 447.20 feet to the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence continue along said westerly right of way line for 68.49 feet to the point of curvature of a circular curve, concave to the West, having a radius of 670.00 feet; thence run southeasterly, southerly and southwesterly along said curve to the right and said westerly right of way line through a central angle of 21°32'30" for an arc length of 251.90 feet to the point of tangency; thence, continuing along said westerly right of way line, run South 16°16'23" West for 68.49 feet to Reference Point "A" (to be referred to in the second body of this two-part description), the same being the point of cusp and curvature of a circular curve, lying concave to the West and having a radius of 1,030.00 feet; thence, turning 180°, run northeasterly, northerly and northwesterly along said curve to the left through a central angle of 21°32'30", for an arc length of 387.25 feet to a point of tangency with the said westerly line of State Road A-1-A, and the POINT OF BEGINNING.

Containing 1,375 square feet of land, more or less.

AND

COMMENCE at Reference Point "A" (as mentioned in the first part of this two-part description): thence run South 16°16'23" West along the westerly right of way line of State Road A-1-A for 131.56 feet to the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence continue along said westerly right of way line for 10.81 feet to the point of curvature of a circular curve, concave to the Northwest, and having a radius of 120.00 feet; thence run southwesterly along said curve to the right, through a central angle of 45°22'05", for an arc length of 95.02 feet to the northerly line of State Road 907 (63rd Street); thence, run South 80°22'12" West for 5.03 feet along said northerly line to the beginning of a circular curve, concave to the Northwest, and having a radius of 140.50 feet; thence, from a tangent bearing of North 60°43'48" East, run northeasterly along said curve to the left, through a central angle of 44°27'25", for an arc length of 109.02 feet to the point of tangency with the westerly line of said State Road A-1-A and the POINT OF BEGINNING.

Containing 203 square feet of land, more or less.

All containing an aggregate area of 1,578 square feet of land, more or less.

MR/03/27/03
MR/08/21/03/R

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

Upon completion by the Department of the work required to be performed, Florida DOT agrees to restore to substantially the same condition which existed immediately prior to such work, at its sole cost and responsibility, any and all affected City infrastructure within the easement area, including but not limited to Utility lines, sidewalk and landscaping within the easement area; and further, that the easement will become null and void if the project is not under construction before the year 2007, the rights conveyed by the City revert back to the City.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____

Its City Clerk

(Affix City Seal)

The City of Miami Beach, Florida

By: _____

Its Mayor

(Address)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgement)

(Name typed, printed or stamped under signature)
Title or rank and serial number, if any:

This instrument prepared by,
or under the direction of,
D. Michael Schloss, Esq.
District General Counsel
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
December 2, 2002 - NE

Parcel No. : 800.1R(10-29-03)
Item/Segment No.: 2499401
Managing District: 6

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Item/Segment No. 2499401, in Miami-Dade County, Florida; and

WHEREAS, it is necessary that an easement across certain lands now owned by City of Miami Beach, Florida, be acquired by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of: Demolition of Flyover and construction of triple left intersection, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of City of Miami Beach, Florida, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in City of Miami Beach, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the State of Florida Department of Transportation at 1000 N.W. 111th Avenue, Suite 6118, Miami, Florida 33172.

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of City of Miami Beach, Florida, at a meeting held on the _____ day of _____, 20_____.

(Type, print or stamp name under signature)
Clerk, Board of City Commissioners
Address:

Those portions of Lots 1 through 7, inclusive, Block 3, of the AMENDED PLAT - SECOND OCEAN FRONT SUBDIVISION, as recorded in Plat Book 28, at Page 28, of the Public Records of Miami-Dade County, lying in the south one-half (S. ½) of Section 11, Township 53 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

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Containing 1,375 square feet of land, more or less.

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Containing 203 square feet of land, more or less.

All containing an aggregate area of 1,578 square feet of land, more or less.

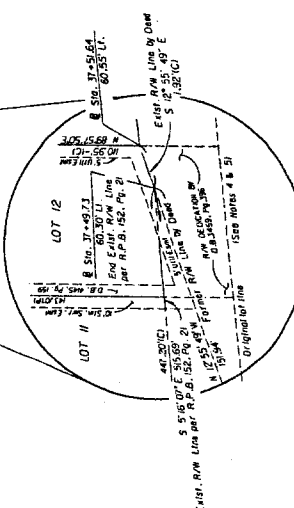
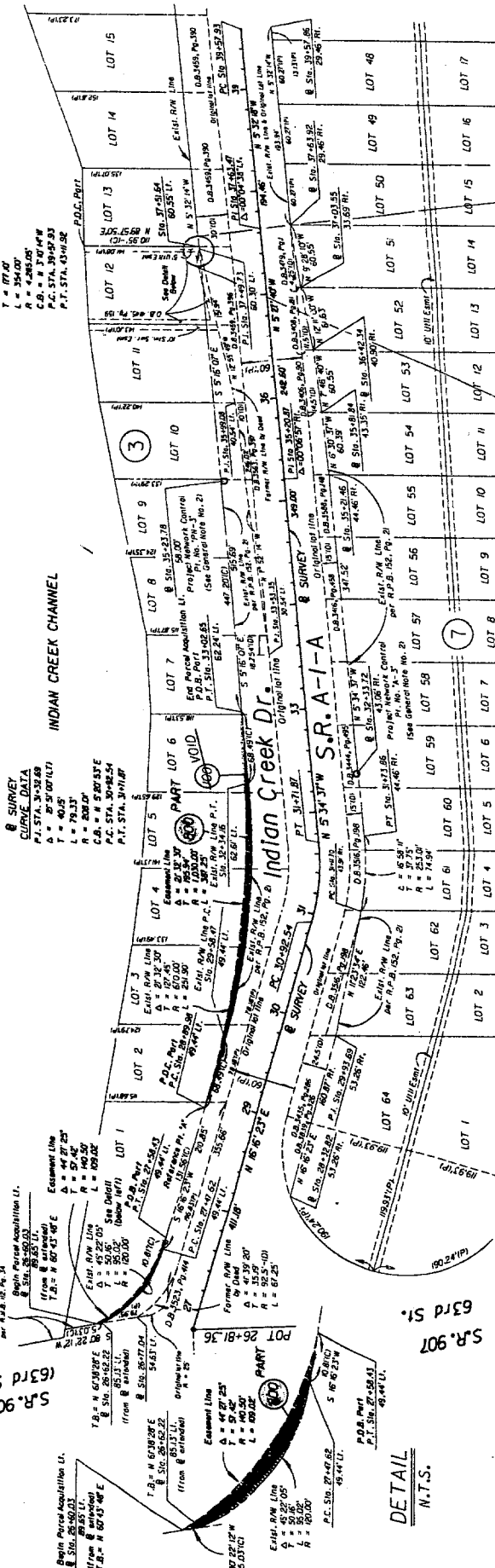
MR/03/27/03
MR/08/21/03/R

SCALE: 1" = 50'
SEC. II, TWP. 53 S., RGE. 42 E.

AMENDED PLAT
SECOND OCEAN FRONT SUBDIVISION
P.B. 26, PG. 28

SURVEY
CURVE DATA

P.I. STA. 4+33.63
Δ = 44°07'07"1
T = 177.47
R = 4,285.00'
C.B. = 8+307.44'
P.C. STA. 39+59.33
P.T. STA. 43+49.52



DETAIL
N.T.S.

LEGEND

- P.O.C. Point of Commencing
- P.O.B. Point of Beginning
- P.C. Point of Curvature
- P.T. Point of Tangency
- S.I. Station Intersection
- L. Left
- R. Right
- T.B. Tangent Bearing
- C.B. Chord Bearing
- P.B. Road Plat Book
- P.O.D. Point of Discontinuity
- D. Deed
- (C) Calculated

GENERAL NOTES:

- AN UPDATE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED BY FERNANDO GATELL & ASSOC. ON AUGUST 21, 2001 (FIELD BOOK NO. 0014381).
- THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING BOARD'S STANDARDS AND PRACTICES.
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PARCEL NO.	OWNER	PARCEL AREA	COMMENTS
800	CITY OF MIAMI BEACH	1.378 S.F.	Unaffected
801	CITY OF MIAMI BEACH	1.378 S.F.	Unaffected

THIS MAP IS NOT A SURVEY

STATE ROAD NO. A-1-A Indian Creek Drive
FROM S.R. 907 TO S.R. 1120 North

DATE	BY	SCALE	PROJECT NO.	F.P. NO.	SECTION	SHEET
8-1-02	S. GATELL	1" = 50'	2499401	2499401	MIAMI-DADE COUNTY	1 OF 2

PARCEL SKETCH

FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SURVEYING AND MAPPING

**NORTH
BEACH**

NORTH BEACH DEVELOPMENT CORPORATION
210 71ST Street, Suite 310 • Miami Beach, FL • 33141
305-865-4147 • 305-865-4175 (fax) • www.gonorthbeach.com

April 29, 2004

Fred Beckmann
Director of Public Works
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Dear Fred,

Thank you for assisting in Tuesday's presentation of the 63rd Street flyover alternatives. We really appreciate all of the time and effort by you and other staff members.

We'd like the following information obtained prior to the commission's next discussion on this matter.

1. Actual clearance under existing flyover.
2. If the flyover is deemed historic, would FDOT allow its re construction to match the existing geometry? Has precedence been set for this with the Venetian Causeway?
3. Please clarify that if the no-build alternative is taken, when FDOT will require bridge/flyover replacement.
4. Why was lowering the grade beneath the flyover not addressed or shown as an alternative? Was the consultant advised to not address this?
5. Please clarify why the study did not investigate the potential or real effects on surrounding streets such as Collins Avenue, Alton Road Pine Tree and Lagorce Drives, that are created by the diversion of traffic from this one intersection.
6. We heard that to build a new flyover to current standards would negatively affect Alison Island and Aqua. Is it possible to know how much further west would be effected by such a proposal?
7. Please have the consultant formally respond to Mr. Barnhart's analysis. Specifically to quantity, timing, light sequencing and the use of traffic devices to maintain vehicles in

respective lanes. He did respond in partial agreement at the presentation. If they do agree with this, there seems to be fatal errors in the consultant's work.

8. What is the condition of the current flyover structure, relative to concrete and reinforcement steel corrosion, and lighting and rails?

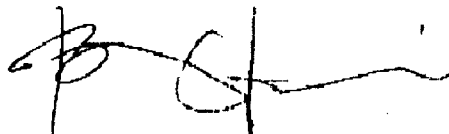
9. Is the city responsible for the maintenance of this flyover structure?

10. Commissioner Steinberg stated, that a previous consultant affirmed that the optimum solution would be to replace the current flyover with a north-south flyover. Why was this not an alternative? Could a north-south tunnel be created that would allow the current east and north bound vehicles from 63rd street to travel above this tunnel? This opens up the intersection and seems to allow continuous travel in all directions.

11. What is the possibility of lowering the rate of speed on Alton Road and /or if the current speed limits were enforced, would this create a positive effect on the quantity of vehicles that eventually stack up on east bound 83rd Street? If the cars arrival to the intersection is slowed, can the intersection then accommodate the quantity?

12. Has an impact study been performed as to how the local area will be affected during construction (traffic, emergency services, bridge openings...)? This is a very important factor in construction of this magnitude.

Thank you again for your information.



Barry Klein, President

Cc: Mayor David Dermer
Vice Mayor Jose Smith
Commissioner Matti Bower
Commissioner Luis Garcia
Commissioner Saul Gross
Commissioner Richard Steinberg
Commissioner Jose Cruz
Mr. Jorge Gonzalez, City Manager

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution authorizing a payment of \$2.0 million to the Miami-Dade Public Library System in accordance with Section I of Amendment One to the Interlocal Cooperation Agreement dated June 21, 1996 between Miami-Dade County and the City of Miami Beach and appropriating such funds from the general fund

Issue:

The First Amendment to the Interlocal Cooperation Agreement dated June 21, 1996 between Miami-Dade County and the City of Miami Beach (the "First Amendment"), approved by the Mayor and City Commission on May 16, 2001, provided that the County make a net capital contribution of \$15.0 million to the City on the earlier of: a) December 1, 2003; or b) the first issuance by the County of bonds, secured by a first lien on CDT Receipts. The funds were to be used for Convention Center Complex Area Projects that were eligible for CDT funding pursuant to state law. The First Amendment also required that, within sixty (60) days of receiving the \$15.0 million net capital contribution, the City provide \$2.0 million to the Miami-Dade Public Library System to fund the cost of library books for the new regional library located in Miami Beach.

Item Summary/Recommendation:

The administration recommends that the City Commission approve the resolution to appropriate \$2 million from the General Fund to fund the cost of library books for the new regional library located in Miami Beach to make the payment required by the First Amendment to the Miami-Dade Public Library System

Advisory Board Recommendation:

--

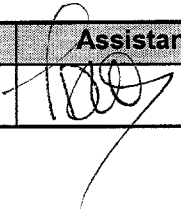
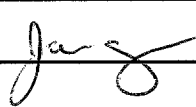
Financial Information:

Source of Funds: <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		Amount	Account	Approved
	1	\$2,000,000	General Fund	
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

--

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM

R7F

DATE

5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING A PAYMENT TO THE MIAMI-DADE PUBLIC LIBRARY SYSTEM OF \$2,000,000 IN ACCORDANCE WITH SECTION I OF AMENDMENT ONE TO THE INTERLOCAL COOPERATION AGREEMENT, DATED JUNE 21, 1996, BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH; APPROPRIATING SUCH FUNDS FROM THE GENERAL FUND; FURTHER APPROVING THAT SAID \$2.0 MILLION DOLLAR CONTRIBUTION BE USED TO FUND THE COST OF LIBRARY BOOKS FOR THE NEW REGIONAL LIBRARY TO BE LOCATED IN MIAMI BEACH.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

ANALYSIS

The First Amendment to the Interlocal Cooperation Agreement dated June 21, 1996 between Miami-Dade County and the City of Miami Beach (the "First Amendment"), approved by the Mayor and City Commission on May 16, 2001, provided that the County make a net capital contribution of \$15.0 million to the City on the earlier of: a) December 1, 2003; or b) the first issuance by the County of bonds, secured by a first lien on CDT Receipts. The funds were to be used for Convention Center Complex Area Projects that were eligible for CDT funding pursuant to state law. The First Amendment also required that, within sixty (60) days of receiving the \$15.0 million net capital contribution, the City provide \$2.0 million to the Miami-Dade Public Library System to fund the cost of library books for the new regional library located in Miami Beach. The County however, failed to remit these funds to the City on or before December 1, 2003.

The City pursued the collection of these funds and the resolution of other items contained in the First Amendment and following negotiations entered into The Second Amendment to the Interlocal Cooperation Agreement between Miami-Dade County and the City of Miami Beach (the "Second Amendment") which was approved by the Mayor and City Commission on March 17, 2004. The Second Amendment required that the County remit to the City the \$15.0 million dollar net capital contribution within ten days of the execution of the Amendment. This payment was received by the City on March 23, 2004 and deposited into the General Fund.

Therefore, the Administration is recommending the appropriation of \$2 million from the General Fund to fund the cost of library books for the new regional library located in Miami Beach and authorization to make the payment as required by the First Amendment to the Miami-Dade Public Library System.

JMG:PDW

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING A PAYMENT TO THE MIAMI-DADE PUBLIC LIBRARY SYSTEM OF \$2,000,000 IN ACCORDANCE WITH SECTION I OF AMENDMENT ONE TO THE INTERLOCAL COOPERATION AGREEMENT, DATED JUNE 21, 1996, BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH; APPROPRIATING SUCH FUNDS FROM THE GENERAL FUND; FURTHER APPROVING THAT SAID \$2.0 MILLION DOLLAR CONTRIBUTION BE USED TO FUND THE COST OF LIBRARY BOOKS FOR THE NEW REGIONAL LIBRARY TO BE LOCATED IN MIAMI BEACH.

WHEREAS, the First Amendment to the Interlocal Cooperation Agreement, dated June 21, 1996, between Miami-Dade County and the City of Miami Beach (the "First Amendment"), and approved by the Mayor and City Commission on May 16, 2001, provided that the County make a net capital contribution of \$15.0 million to the City on the earlier of: a) December 1, 2003; or b) the first issuance by the County of bonds, secured by a first lien on Convention Development Tax (CDT) Receipts; and

WHEREAS, said funds were to be used for Convention Center Complex Area Projects that were eligible for CDT funding pursuant to State law; and

WHEREAS, the First Amendment also required that, within sixty (60) days of receiving the \$15.0 million net capital contribution, the City provide \$2.0 million to the Miami-Dade Public Library System to fund the cost of library books for the new regional library to be located in Miami Beach; and

WHEREAS, the County, however, failed to remit the aforesated contribution to the City on or before December 1, 2003; and

WHEREAS, the City pursued the collection of these funds and the resolution of other items contained in the First Amendment and, following negotiations, entered into the Second Amendment to the Interlocal Cooperation Agreement between Miami-Dade County and the City of Miami Beach (the "Second Amendment"), which was approved by the Mayor and City Commission on March 17, 2004; and

WHEREAS, the Second Amendment required that the County remit to the City the \$15.0 million dollar net capital contribution within ten days of the execution of said Amendment; and

WHEREAS, the \$15.0 million dollar contribution was received by the City on March 23, 2004 and deposited into the General Fund; and

WHEREAS, accordingly the Administration would recommend that the City fulfill its agreement under the First Amendment, and make payment, in the amount of \$2.0 million, to the Miami-Dade Public Library System, to fund the cost of library books for the regional library to be located in Miami Beach.

NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, do hereby authorize a payment to the Miami-Dade Public Library System of \$2,000,000, as required pursuant to the Interlocal Cooperation Agreement, dated June 21, 1996, between the City and Miami-Dade County; appropriate said funds from the General Fund; further approving said payment with the understanding that the \$2.0 million dollars is to be used to fund the cost of library books for the new regional library located in Miami Beach.

PASSED and ADOPTED THIS _____ DAY OF _____, 2004

MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution approving the City's Capital Project List for inclusion in the Miami-Dade County 2004 General Obligation Bond Program.

Issue:

What projects and assigned priorities should be conveyed to Miami-Dade County for inclusion in the 2004 General Obligation Bond Program?

Item Summary/Recommendation:

Miami-Dade County is in the process of organizing a project list to submit to voters in November 2004 for a General Obligation Bond to fund capital projects. At this time, the County is expecting to raise between \$1.6 and \$1.8 billion if voter approval is given.

Each of the communities in the County have been asked to submit a list of capital projects that might be included in the General Obligation Bond submitted to the voters. The County has asked for projects of regional interest which might be specifically listed on a ballot question as well as projects of local interest for which some allocation or partial funding may be included in the ballot question.


The attached list identifies a number of capital projects both of regional and local interest for the City of Miami Beach. This list has been reviewed on a preliminary basis by the Finance and Citywide Projects Committee.

Specific Commission attention should be directed to the projects listed as well as the assigned priority.

The project list will be submitted to the County. The County Commission will make a final determination of which items shall be submitted to the voters for approval in November.

Advisory Board Recommendation:

Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Robert C. Middaugh

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM R76
DATE 5-5-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE CITY OF MIAMI BEACH CAPITAL PROJECT LIST AND PRIORITIES FOR INCLUSION IN THE MIAMI-DADE COUNTY 2004 GENERAL OBLIGATION BOND PROGRAM.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Miami-Dade County is organizing information to present to the voters in November 2004, regarding a General Obligation Bond, to fund various capital projects.

At the present time, the County believes that between \$1.6 and \$1.8 billion dollars in projects will be requested from the voters in the November election. The County has undertaken some outreach efforts among the different communities to identify potential projects to propose to the voters. Attached is a piece of informational material developed by Miami-Dade County relative to the General Obligation Bond and also identifying the categories in which the County is anticipating projects to be funded.

In discussions with officials of Miami-Dade County, it appears at this point in time that there will be a list of regional interest projects that will be placed on the November ballot for specific voter approval. As the Commission is aware, by agreement with Miami-Dade County, the Convention Center expansion would be one of the identified projects on the ballot question. Other projects of regional interest in Miami Beach also are eligible to be listed. In addition to the regional interest projects, there has been some discussion on either an allocation or some other type of listing of projects or project funding for communities to be placed on the agenda. This may take the form of a percentage allocation for eligible community projects but has yet to be finally determined or formulated.

The attached list of projects has been generated for City Commission review to submit to Miami-Dade County General Obligation Bond Oversight Committee for consideration in the General Obligation Bond Program. A preliminary version of this list was reviewed by the Finance and Citywide Projects Committee. The Committee asked to have the list revised to reflect the recommended regional projects and that non-city projects on the list, such as the Wolfsonian Museum, the Art Center of South Florida and the Jewish Museum, be removed. While the Committee asked to review the list one more time after revisions were

completed, the item has been brought to the full City Commission for attention given the time constraints that have been imposed by Miami-Dade County for formulation of their list.

The list is organized to indicate those projects that could be considered regional or local in nature. The list includes projects with identified shortfalls from the City's CIP program.

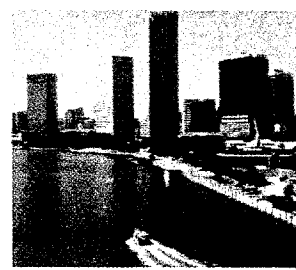
The members of the Commission should review the overall project list to assure all projects are correctly identified and prioritized.

After submission of this list, it is still expected that there will be several meetings by the County Commission by and between Administrative staff and others to come to a completely formulated and finalized list for submission to the voters. Approval of the Resolution is recommended.

JMG\RCM\sam

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Attachments

2004 BOND PROGRAM
**BUILDING
BETTER
COMMUNITIES**



2004 GENERAL OBLIGATION BOND

What is a General Obligation Bond Program?

Q A General Obligation Bond Program is a way to finance government capital improvement projects. With voters' approval, Miami-Dade County would be able to issue long-term bonds to fund new construction, renovations and expand facilities. These quality of life improvements would serve residents for many generations to come much like the 1972 Decade of Progress bond program that funded much of Miami-Dade County's existing infrastructure over the past 30 years including MetroZoo, libraries and road improvements.

Will a General Obligation Bond Program require higher taxes?

Q A The new bond program would not require an increase to the tax rate. While future taxes would be used to repay the bonds, the millage rate now budgeted for repayment of the Decade of Progress bonds, other general obligation debt, and a temporary emergency contingency reserve would be sufficient to cover debt service on a new bond program. *(The County currently earmarks .105 mills for an emergency contingency reserve. Once this reserve is fully funded, the .105 mills would be added to the current .285 countywide debt service rate bringing the total debt service rate to .390 mills. This represents no increase in the tax rate.)*

What type of projects would be funded in a bond program?

Q A The County Manager has identified a number of areas that are aimed at building better communities throughout Miami-Dade. It is expected that projects selected for bond funding would fulfill a multitude of needs including:

Keeping the Community Safe. To maintain a low rate of crime and a higher level of personal safety, we must consider the need for expanded and new public safety facilities and equipment including police, courts and jails.

Preserving Our Resources. Our natural resources are critical to our quality of life. Improvements to protect our water supply for future generations, beach restoration, better drainage and funding to address other environmental concerns are important to our quality of life.

Sustaining a Healthy Community. Public health facilities and affordable housing are critical to the well being of our residents.

Accessing Services. Expanded community centers in convenient locations would provide better access to County services for all residents. Technology investments could significantly improve the delivery of services and make more services available online 24 hours a day.

Enjoying Arts, Culture and Recreation. Parks, museums, libraries, MetroZoo and other community recreational facilities enrich our lifestyle and play a vital role in tourism, the County's number one industry.

Neighborhood Improvements. The bond program could provide additional funds for much needed neighborhood projects including more traffic signals, sidewalk repairs, and expanded bikeways.

Creating and Retaining Jobs. Adequate infrastructure is critical for economic development. Expansion of our water and sewer system, for example, would provide new opportunities for business development in older urban neighborhoods as well as newer areas. Also, bond proceeds could be used to fund infrastructure improvements to induce new business to locate in Miami-Dade County.

How much would it cost taxpayers?

Q A As Decade of Progress bonds and other general obligation bonds are retired over the next 40 years, new debt will be issued. The cost of the new bond program would be an average of less than 50-cents a week on the average home (valued at \$127,000 in 2004).



Q A **How will the County decide what projects to include in a new bond program?**

A series of town meetings are being held throughout

Miami-Dade County to hear from residents on their priorities. All residents are being encouraged to voice their opinion by attending the town meetings and communicating with County officials. Meeting schedules are being published in local newspapers and can be found on the County's website. Those with computer access can provide input at

www.miamidade.gov/bond2004 by answering the online questionnaire. Following the town meetings, the County Manager will compile a list of recommended projects to be submitted to the Board of County Commissioners. The Commission has the final authority in deciding what projects will be included in the bond program to be presented to voters as referendum question(s) on the November 2, 2004 General Election ballot.

Q A **How can voters be sure bond dollars will be spent on the projects they approved in the bond referendum?**

Bond funds can only be used on projects included in the bond program approved by voters. The project list will be finalized in July 2004 prior to the November election.

Q A **What will happen if Miami-Dade residents vote NO for a new bond program?**

Many of the improvement projects that affect residents' quality of life will not happen. Further postponement of critical projects could lead to higher costs in the future. Much of the infrastructure in the County today—from MetroZoo and parks to our water and sewer

systems and traffic improvements—was built with bond funds from the 1972 Decade of Progress bond program. It's hard to imagine the County without these projects.

Q A **Who can vote on the bond issue?**

All Miami-Dade County voters registered in time who cast a ballot in the November 2, 2004 General Election.

Q A **If the bond program is approved by voters in November, when would the community see the improvements?**

Work on the projects would begin immediately while the bonds would be repaid over a 40-year time-period. The community improvements would be seen over the next few years and would continue for approximately 10-15 years.



Alex Penelas

Mayor

Board of County Commissioners

Barbara Carey-Shuler, Ed.D., Chairperson

Katy Sorenson, Vice Chairperson

Betty T. Ferguson

District 1

Dorin D. Rolle

District 2

Barbara Carey-Shuler, Ed.D.

District 3

Sally A. Heyman

District 4

Bruno A. Barreiro

District 5

Rebeca Sosa

District 6

Jimmy L. Morales

District 7

Katy Sorenson

District 8

Dennis C. Moss

District 9

Sen. Javier D. Souto

District 10

Joe A. Martinez

District 11

José "Pepe" Diaz

District 12

Natacha Seijas

District 13

Harvey Ruvin

Clerk of Courts

George M. Burgess

County Manager

Robert A. Ginsburg

County Attorney

Miami-Dade County provides equal access and equal opportunity in employment and services and does not discriminate on the basis of disability.

**For more information on the
2004 Bond Program and
opportunities to
participate, please call
954-375-4746
or visit our website**

www.miamidade.gov/bond2004

Municipal Projects

Municipality: City of Miami Beach

Contact Person: _____

Project Name	Project Description	Total Project Costs (000's)	GOB Requested Amount (000's)	Leverage Source	Priority *	Regional or Local Impact	Length of Time from Design to Construction
Indian Creek Greenway	Creation of inland waterway path along Indian Creek from 23 Street to Lake Pancoast to 54th Street to serve as a North/South connection node in the City's Bicycle/Pedestrian Master Plan; Project includes dredging, derelict vessel removal, and marine life and benthic surveys.	15,000	15,000	Federal Local	1	Regional	24 months
South Pointe Park	Three acre expansion and renovation of current park, native plant renovation/exotic removal, refurbishment of recreational facilities, and creation of cruise view vistas in South Pointe Park.	10,000	5,000	Local	1	Regional	24 months
Art Deco Visitor Center & Museum (10th Street Auditorium)	Renovation of the historic Miami Beach Patrol HQ Building and Auditorium in Lummus Park, home of the Miami Design Preservation League and the Regional Art Deco and WWII Memorial Visitor Center.	6,000	6,000	Local	1	Regional	24 months
Lummus Park	Improvements to the 26.34-acre regional park per Parks Master Plan. Elements include: beach volleyball and soccer area; resurfacing of serpentine walk; widening of sidewalk along Ocean Drive; 2 new tot lots; new playground; signage; landscaping ; irrigation; uplighting. New restrooms building at 14th Street w/out concession and restored restroom at 6th Street;	4,000	3,000	State Local	1	Regional	12 months
Old City Hall	Renovation of the historic Old City Hall on Washington Avenue.	2,000	2,000		1	Regional	6 months
Miami Beach Golf Club	Construction of New Cart Barn	600	600		1	Regional	18 months

Municipal Projects

Municipality: City of Miami Beach Contact Person: _____

Project Name	Project Description	Total Project Costs (000's)	GOB Requested Amount (000's)	Leverage Source	Priority *	Regional or Local Impact	Length of Time from Design to Construction
Beach Renourishment	Repair of erosion hot spots with sustainable solutions based upon previous demonstration projects, as well as periodic renourishing of sand from appropriate resources.			Federal State	1	Regional	Ongoing
North Shore Library	Renovation of existing North Beach Library to meet MDPLS Operating Standards.	NA	NA		2	Regional	NA
Town Center Park (Sound Space Facility/New World Symphony NWS)	Demolition of asphalt surface lots and creation of open space town center park with public broadcast system. (Project includes 45,000,000 private facility investment.)	15,000	15,000	Local	2	Regional	36 months
Beachwalk/Baywalk	Oceanside recreational trail from 87th Street to First Street and north on the bayside to 5th Street; Connections to the Loews & Royal Palm Convention Center Hotels; pedestrian, bike and other Non motorized travel. (To compete with Ft. Lauderdale and Hollywood boardwalks)	15,000	7,000	Local	2	Regional	12 months
New Town Center-- West Garage Expansion (City Hall)	Construction of new parking garage behind City Hall (Town Center Park component) to support New World Symphony, Convention center, and Lincoln Road.	12,780	12,780		2	Regional	12 months
Shoreline Stabilization	To protect both the shore and the endangered submerged sovereign lands of Biscayne Bay National Park.	8,000	5,000	Local	2	Regional	Ongoing
Flamingo Park	Renovation of Regional Park.	7,400	3,000	Local	2	Regional	30 months
Colony Theater	Historic Renovation and Addition	6,400	3,790	Federal State Local	2	Regional	8 months

Municipal Projects

Municipality: City of Miami Beach

Contact Person: _____

Project Name	Project Description	Total Project Costs (000's)	GOB Requested Amount (000's)	Leverage Source	Priority *	Regional or Local Impact	Length of Time from Design to Construction
Canal Cleanup/Dredging	Clean up, surveying and dredging of inlands canals on the City of Miami Beach in order to improve stormwater flows and Biscayne Bay water quality.	5,000	4,000	Local	2	Regional	6 months
Byron Carlyle Theater Phase III	Creation of adaptable performing arts theater and consortium for local arts groups. Phase I & II funded.	1,000	1,000		2	Regional	6 months
Citywide ADA Beach Access	To provide safe and ADA compliant entrance to public beaches.	500	500		2	Regional	Ongoing
Citywide Signage Plan, Entrance Signage	To create and install compliant wayfinding signage to assist visitors and residents.	150	100	Local	2	Regional	12 months
Bass Museum of Art Phase II	Completion of Arata Isozaki vision and expansion of this world renown museum.	10,000	10,000		3	Regional	12 months
Miami Beach Botanical Garden	Phase II improvements create rare botanical environment to complement Holocaust Memorial, Gerhy Park and adjacent Convention Center Expansion. Phase 1: Complete. Phase II	6,000	6,000		3	Regional	12 months
North Shore Open Space Park Maintenance Facility	Phase IV of the total project is the creation of facility to house County park operations.	3,000	500	Federal State Local	3	Regional	12 months
Venetian Causeway Master Plan Phase II	Replacement of sub aqueous force main; Installation of sidewalks, curb, gutter and lighting.	3,000	2,000	Local	3	Regional	48 months
Beachfront Restrooms	To construct eight ADA compliant, beachfront restrooms.	2,000	2000	Local County	3	Regional	6 months
Monument Island	Restoration of Monument Island	1,000	1,000		3	Regional	15 months

* One priority designation per project.
Please return to Ana Gutierrez,

(305) 375-2713
(305) 375-5310
e-mail: gutierrez@miamidade.gov

2004 Bond Program
Building Better Communities

Municipal Projects

Municipality: City of Miami Beach

Contact Person: _____

Project Name	Project Description	Total Project Costs (000's)	GOB Requested Amount (000's)	Leverage Source	Priority *	Regional or Local Impact	Length of Time from Design to Construction
Neighborhood Stormwater Improvements	Rehabilitation and/or replacement of Infrastructure in Priority Stormwater Basins not already in design	55,000	55,000			Local	48 months
Neighborhood Water and Sewer Improvements	Rehabilitation and/or replacement of Priority Water and Sewer Lines not already in design	27,679	27,679			Local	48 months
Collins Avenue Parking Project	Construction of a new 400-space multi-level parking garage at 43rd Street between Collins Avenue and Indian Creek Drive. Garage will be fully ADA compliant. Parking capacity to meet the needs of hotels south of the Fontainebleau.	8,000	2,000	Local		Local	12 months
Normandy Shores Golf Course	Elevate Entire Course, Re-Build Bunkers, Re-grass Fairways, Continuous Cart Path, Upgrade Irrigation System for Pas Palum, Pas Palum Grass, Laser Grade Tees	6,000	2,040	Local		Local	18 months
West Avenue Stormwater Improvements	Stormwater improvements to meet 5-year level	5,600	5,600			Local	48 months
Alton Road Corridor Enhancements	Installation of landscape and signage Enhancements.	5,000	4,100	Local		Local	12 months
Fire Station # 2 EOC	New Construction of new and renovated fire facilities and a Category Five Emergency Operation Center	5,000	1,000	State Local		Local	8 months

Page 4 of 9
Local

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2004 Bond Program
Building Better Communities

Municipal Projects

Municipality: City of Miami Beach

Contact Person: _____

Project Name	Project Description	Total Project Costs (000's)	GOB Requested Amount (000's)	Leverage Source	Priority *	Regional or Local Impact	Length of Time from Design to Construction
Bayshore Neighborhood Improvements - Central Bayshore	Acorn lighting, valley gutters, narrowing of roads, pavers, intersection improvements	3,738	3,738			Local	36 months
Fire Station # 4	Demolition of condemned Fire Station and construction of a new Fire Station	3,300	600	Local		Local	12 months
41st Street Phase II Bridge Repair/Restoration	Addition of lighting, landscape, street pavers, expansion of sidewalks and artistic tile work. Structural repair of bridge.	3,000	500	Local		Local	4 months
Altos Del Mar Park	Creation of new open space coastal park in historic district.	3,000	1,500	State Local		Local	12 months
Collins Park	Sidewalk, Curb/gutter, Regrading, Lighting, Landscaping, Irrigation, Water feature, street furniture	2,700	900	Local		Local	18 months
Collins Avenue Waterline	Water Infrastructure Upgrade to provide Fire Flow to hotels and new condos.	2,500	1,500	Local		Local	12 months
Oceanfront Neighborhood Improvements	Lake Pancoast Overlook, Indian Creek Greenway Overlooks, Miami Beach Drive Promenade Restoration, Landscaping	2,346	2,346			Local	24 months
23rd Street Bridge	County's structural stabilization and realigning of 23rd Street/Dade Boulevard ROW to Collins Avenue will result in necessary improvement on City ROWs leading to Bass Museum, Miami City Ballet, Regional Library, Collins Park and 21st Street Beach.	2,000	1,500	Local		Local	12 months
North Beach Parking Structure	Construction of a new facility to meet the demands of the future North Beach area.	2,000	2,000			Local	12 months

Page 5 of 9
Local

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2004 Bond Program
Building Better Communities

Municipal Projects

Municipality: City of Miami Beach

Contact Person: _____

Project Name	Project Description	Total Project Costs (000's)	GOB Requested Amount (000's)	Leverage Source	Priority *	Regional or Local Impact	Length of Time from Design to Construction
Fire Department Capital Needs	GIS Fire Prevention System and Information Database Management System to monitor and prevent nightclub and other mass entertainment venue and dense multi-family area fire safety violations and issues.	2,000	2,000			Local	8 months
Citywide ADA Sidewalk Curb Cut Plan	The City has a City-wide curb ramp plan that addresses City-controlled streets and divides the City into 12 phases, starting from south to north. The City has just completed Phase VII.	2,000	500	Local County		Local	12 months
Nautilus Neighborhood Improvements	Pedestrian level lighting, street signage, landscaping	1,828	1,828			Local	24 months
Normandy Shores Neighborhood Improvements	Lighting, Improvements to reclaimed road ends, additional parking, valley gutters	1,799	1,799			Local	12 months
South Shore Community Center	Renovation to Community Center, including improvements to backbone systems (HVAC, Elevator, Fire), structural upgrades, exterior improvements	1,600	300	Local		Local	24 months
Collins Park Streetscape	Addition of lighting, landscape and surface renovation to 21st Street Parking Lot, Regional Library, Bass Museum, Miami City Ballet.	1,500	500	Local		Local	12 months
North Shore Open Space Park Nature Center	Construction of New Nature Center	1,500	1,500			Local	12 months
Surface Lot Renovations	Ongoing renovations of public parking lots. Requested amount for beach front surface lots	1,120	500	Local		Local	6 months

Page 6 of 9
Local

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2004 Bond Program
Building Better Communities

Municipal Projects

Municipality: City of Miami Beach

Contact Person: _____

Project Name	Project Description	Total Project Costs (000's)	GOB Requested Amount (000's)	Leverage Source	Priority *	Regional or Local Impact	Length of Time from Design to Construction
Normandy Isle Neighborhood Improvements	Signage, Lighting, Brick Pavers, Traffic Calming	1,097	1,097			Local	12 months
Bayshore Neighborhood Improvements - North Bay Road	Acorn lighting, landscaping, parking	1,047	1,047			Local	24 months
Beach Patrol Capital Needs	Equipment designed for public safety monitoring and surveillance. Including new electronic dispatch and wireless internet file retrieval system.	1,000	1,000			Local	8 months
COUNTY ROW: La Gorce/Pine Tree Median Improvements (designed)	Installation of up-lighting in new center medians for traffic calming and safety per years of resident requests.	900	526	Local		Local	3 months
Palm Island Neighborhood Improvements	Streetscape/Pavers, Landscaping, Lighting, benches, fountain repair, pedestrian easements to waterway	806	806			Local	18 months
Venetian Island Neighborhood Improvements	Decorative Crosswalks, landscaping, entry features	670	670			Local	24 months
Normandy Isle Park	Renovation of Soccer Field, Multi-Purpose Courts, Fencing, Walkways, Parking, Tot Lot, Park Lighting, Irrigation, Landscaping	640	200	Local		Local	12 months

2004 Bond Program
Building Better Communities

Municipal Projects

Municipality: City of Miami Beach

Contact Person: _____

Project Name	Project Description	Total Project Costs (000's)	GOB Requested Amount (000's)	Leverage Source	Priority *	Regional or Local Impact	Length of Time from Design to Construction
La Gorce Neighborhood Improvements	Pedestrian level lighting, street signage	609	609			Local	12 months
North Shore Park and Youth Center	Outdoor basketball courts, Playground Equipment, Pavilions, Up-lighting	530	530			Local	6 months
Police Department Capital Needs	Equipment designed for public safety in South Beach pedestrian tourism areas. Equipment includes terrorism protective, field force, taser radar, digital camera, crime analyst and storefront surveillance set ups, and bicycles.	500	250	Local		Local	3 months
South Beach Service Team Equipment	Replace tools and small equipment for extra/tourist related Sanitation services for the South Beach area.	500	500			Local	3 months
Flamingo Neighborhood Improvements	Reduction of Travel Lane width on 16th Street, Median Landscape "Gateway" on 15th Street between Alton Road and Meridian Avenue; Reduction of lane width on 12th Street	500	500			Local	9 months
Bayshore Neighborhood Improvements - Sunset Islands	Pavement Edge Treatment	438	438			Local	12 months
Star Island Neighborhood Improvements	Plaza at Tower, Interpretive Signage, Landscaping, Lighting	347	347			Local	12 months

Page 8 of 9
Local

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2004 Bond Program
Building Better Communities

Municipal Projects

Municipality: City of Miami Beach

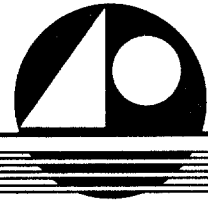
Contact Person: _____

Project Name	Project Description	Total Project Costs (000's)	GOB Requested Amount (000's)	Leverage Source	Priority *	Regional or Local Impact	Length of Time from Design to Construction
North Shore Neighborhood Improvements	Landscaping, traffic claming, Pedestrian level lighting, paving, re-striping, signage, sidewalk repair	310	310			Local	6 months
Biscayne Pointe Neighborhood Improvements	Brick Pavers at Biscayne Point Island Entry, and the following intersections: Fowler/Daytonia, Fowler/S. Biscayne Pointe, N. Biscayne Point/Cecil, and Cleveland/Cecil; Improvements at South Biscayne Point Drive and Daytonia to restrict vehicular access to "pocket park".	301	301			Local	6 months
20th Street and Alton Road Fountain	Renovation of original settler's fountain and historic signage.	200	200			Local	24 months
Hibiscus Island Neighborhood	Streetscape/Alley repair, landscaping, lighting, waterfront promenade	177	177			Local	18 months
Allison Park	Creation of an entrance feature for the City's Recreational Corridor/Beachwalk/Baywalk	150	150			Local	9 months

RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139



OFFICE OF THE CITY CLERK

COMMISSION MEMORANDUM

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 673-7411

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: BOARD AND COMMITTEES

BACKGROUND:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Art in Public Places	7	City Commission	2	Page 1
Board of Adjustment	7	City Commission	2	Page 6
Community Development Advisory Committee	14	Commissioner Simon Cruz Mayor David Dermer	2 2	Page 10
Convention Center Advisory Board	7	Mayor David Dermer	1	Page 14
Convention Center Capital Projects Oversight Com.	7	Mayor David Dermer	1	Page 15

AGENDA ITEM
DATE

R9A
5-5-04

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Fine Arts Board	14	Commissioner Jose Smith Commissioner Matti H. Bower Mayor David Dermer	1 1 1	Page 18
Health Advisory Committee	11	City Commission	1	Page 20
Hispanic Affairs Committee	7	Mayor David Dermer	1	Page 23
Marine Authority	7	Commissioner Luis R. Garcia, Jr. Commissioner Simon Cruz	1 1	Page 27
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith Commissioner Saul Gross	1 1	Page 28
Miami Beach Florida Sister Cities	22	Mayor David Dermer	4	Page 31
Personnel Board	10	City Commission	1	Page 35
Planning Board	7	City Commission	1	Page 36
Public Safety Advisory Committee	7	Commissioner Luis R. Garcia, Jr. Mayor David Dermer	1 1	Page 40
Safety Committee	14	Commissioner Matti H. Bower Commissioner Saul Gross Mayor David Dermer	1 1 1	Page 41
Visitor and Convention Authority	7	City Commission	1	Page 44

AGENDA ITEM _____
DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Youth Center Advisory Board	10	Commissioner Luis R. Garcia, Jr.	1	Page 45
		Commissioner Simon Cruz	1	

Attached is breakdown by Commissioner or City Commission:


JMG:REP/lg

NON-CITY COMMISSION COMMITTEES

Commissioner Matti Herrera Bower

- **Miami Beach Transportation Management Association (TMA)**
- **Dade Cultural Alliance**
- **Tourist Development Council**
- **Performing Arts Center Trust (PACT)**

Commissioner Luis R. Garcia, Jr.

- **Unclassified Employees and Elected Officials Retirement System**
- **Greater Miami Convention and Visitors Bureau**

Commissioner Jose Smith

- **Metropolitan Planning Organization**

Commissioner Richard L. Steinberg

- **Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities**
- **Miami-Dade League of Cities**

City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
Finance & Citywide Projects Committee				
	Liaison	Patricia Walker	Mayor Dermer	11/25/03
	Alternate	Commissioner Simon Cruz	Mayor Dermer	11/25/03
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Land Use & Development Committee				
	Liaison	Jorge Gomez	Mayor Dermer	11/25/03
	Alternate	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Neighborhood/Community Affairs Committee				
	Liaison	Vivian Guzman	Mayor Dermer	11/25/03
	Alternate	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03

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C: EMC
LC



CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE GONZALEZ
CITY MANAGER

CC: MAYOR & COMMISSIONERS

FROM: RICHARD STEINBERG *RLS/dm*
COMMISSIONER

DATE: April 5, 2004

RE: Agenda Item- Arts in Public Places

Please place on the April 14th Commission agenda an item nominating Ms. Maria Bonta de la Pezuela to Arts in Public Places. Her application and resume are attached for reference.

If you have any questions or comments, please feel free to contact my Aide, Ms. Dolores Mejia at ext. 6834.

RLS/dm

04 APR -5 PM 12:06
OFFICE

Agenda Item R9A1
Date 5-5-04

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R9 - New Business and Commission Requests

R9A 2 Appointment Of Two (2) Citizens At-Large To The Board Of Adjustment.

AGENDA ITEM R9A2
DATE 5-5-04

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R9 - New Business and Commission Requests

R9A3 Re-Appointment Of Commissioner Matti Herrera Bower To The Performing Arts Center Trust.

(Requested By Mayor David Dermer)

AGENDA ITEM R9A3
DATE 5-5-04

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R9 - New Business and Commission Requests

R9B(1)	Dr. Stanley Sutnick Citizen's Forum.	(1:30 p.m.)
R9B(2)	Dr. Stanley Sutnick Citizen's Forum.	(5:30 p.m.)

AGENDA ITEM R9B162
DATE 5-5-04

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: DISCUSSION REGARDING THE TRAFFIC ANALYSIS REPORT ON
INDIAN CREEK DRIVE AT 63RD AND 65TH STREET INTERSECTIONS,
PREPARED BY THE HNTB CORPORATION.**

Since the Florida Department of Transportation (FDOT) proposed to replace the 63rd Street Flyover with an at-grade intersection, three (3) independent traffic analyses of the area have been conducted to ascertain whether or not FDOT had made the correct traffic assumptions and had thoroughly examined all the options available for the intersection. These traffic analyses were conducted respectively by:

1. The Corradino Group that was hired by the City in 2000.
2. Marlin Engineering that was hired by Craig Robbins in 2000, on behalf of the adjacent neighborhood associations.

Pursuant to the results of the above-mentioned studies, the Transportation and Parking Committee (T&PC) recommended the at-grade solution that was ultimately endorsed on June 7, 2000 by Commission Resolution No. 2000-23965; and

3. Pursuant to a June 2003 Commission direction, HNTB Corporation was hired to revisit the issue a third time, utilizing 2003 traffic counts.

These three independent traffic analyses, performed by local traffic engineering consulting firms, have confirmed that FDOT's at-grade solution is the best available alternative for the intersection.

The HNTB Traffic Analysis Report, dated November 2003, was supplemented with additional analysis in April 2004 to account for the two-step pedestrian crossing at Indian Creek and 63rd Street. Originally, FDOT had designed the pedestrian crossing to be a single-step crossing which would require a longer pedestrian phase to cross the west leg of 63rd Street, therefore causing larger overall traffic delays at the intersection. At the request of Commissioner Steinberg, the Administration asked FDOT to design a two-step crossing by creating a pedestrian refuge area/channelization island in the intersection.

The supplementary analysis shows that the new two-step configuration of the 63rd Street crosswalk is much better for overall intersection operations when the pedestrian phase is actuated compared to a single-step crossing of the west leg of 63rd Street with any of the alternatives. With the two-step crossing, when the pedestrian phase is activated, there

Agenda Item R9C
Date 5-5-04

would be a minimal impact on the overall intersection delay for the Mid-day and PM peak hours, a significant enhancement over a single-step crossing with any of the alternatives. During the AM peak hour, when the pedestrian phase is activated, the overall intersection delay for all the alternatives does increase but not as much as it would if a single-step crossing was provided.

At the Administration's request, Mr. Girish Kumar of HNTB will make a presentation of the latter study at this meeting. A copy of the presentation is attached to this item for your review. The last page of the presentation (Analysis Summary) indicates that, utilizing 2003 traffic data collection and projected 2021 traffic conditions, the study conclusions are as follows:

- At-Grade alternative operates better than No-Build.
- In the AM peak hour, critical southbound right-turn movement operates at same Level of Service (LOS) with all three alternatives.
- Mid-day peak hour, critical eastbound left-turn movement operates at:
 - At-grade - LOS 'C'
 - New Flyover – LOS 'D'
 - No-Build – LOS 'E'
- In the PM peak hour, critical eastbound left-turn movement operates at:
 - At-Grade - LOS 'D'
 - New Flyover – LOS 'F'
 - No-Build - LOS 'F'

The HNTB Traffic Analysis Report has been disseminated since its completion in November 2003 as follows:

- It was submitted for City Commission review via LTC No. 303-2003, dated December 19, 2003;
- It was mailed to both the Transportation and Parking Committee (T&PC) and the North Beach Development Corporation (NBDC) Executive Board members in preparation for a joint meeting;
- It was presented at the February 24, 2004 T&PC meeting with NBDC Executive Board invited to attend. Mr. Kumar presented the report and answered questions;
- It was discussed again at a meeting with two members of the NBDC Executive Board, held on April 1, 2004 at City Hall;
- It was presented to the NBDC Membership at a meeting held by NBDC at the Commission Chambers, City Hall, in the evening of April 27, 2004.
- Copies were made available at the City Clerk's Office.

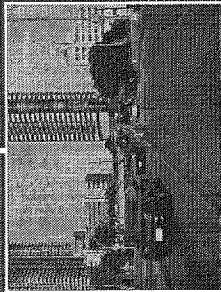
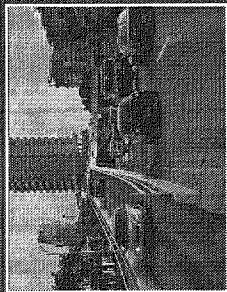
The T&PC had previously recommended the at-grade solution that was ultimately endorsed by Commission Resolution No. 2000-23965, dated June 7, 2000. At the February 24, 2004 meeting, eleven of the eighteen T&PC members present at the end of the HNTB presentation and subsequent discussions decided to take no action regarding the report.

It is important to note that the 63rd Street Flyover Project is categorized as a safety project by the State. As such, a project will be constructed by the State and our extensive review has been aimed at finding the best available option. From those options available and feasible, the at-grade solution has consistently been shown to be the most advantageous method to correct the intersection safety issues.

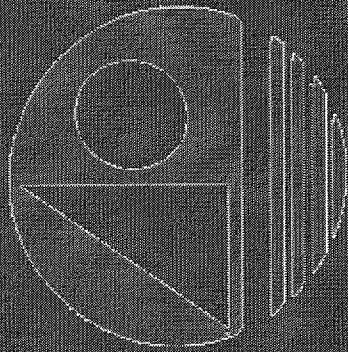
A companion item on this Commission Agenda, submits the FDOT request for a 1578 sq.ft. perpetual easement on a strip of land out of Brittany Bay Park. Such easement is required in order to widen the intersection and incorporate a landscaped median, finalize the plans, and construct the at-grade project. The Administration recommends that the supplemental analysis phase be closed and all City efforts be focused on the project implementation details, instead.


JMG/RCM/FHB/RH\aj

Attachment: Copy of HNTB Power-Point Presentation

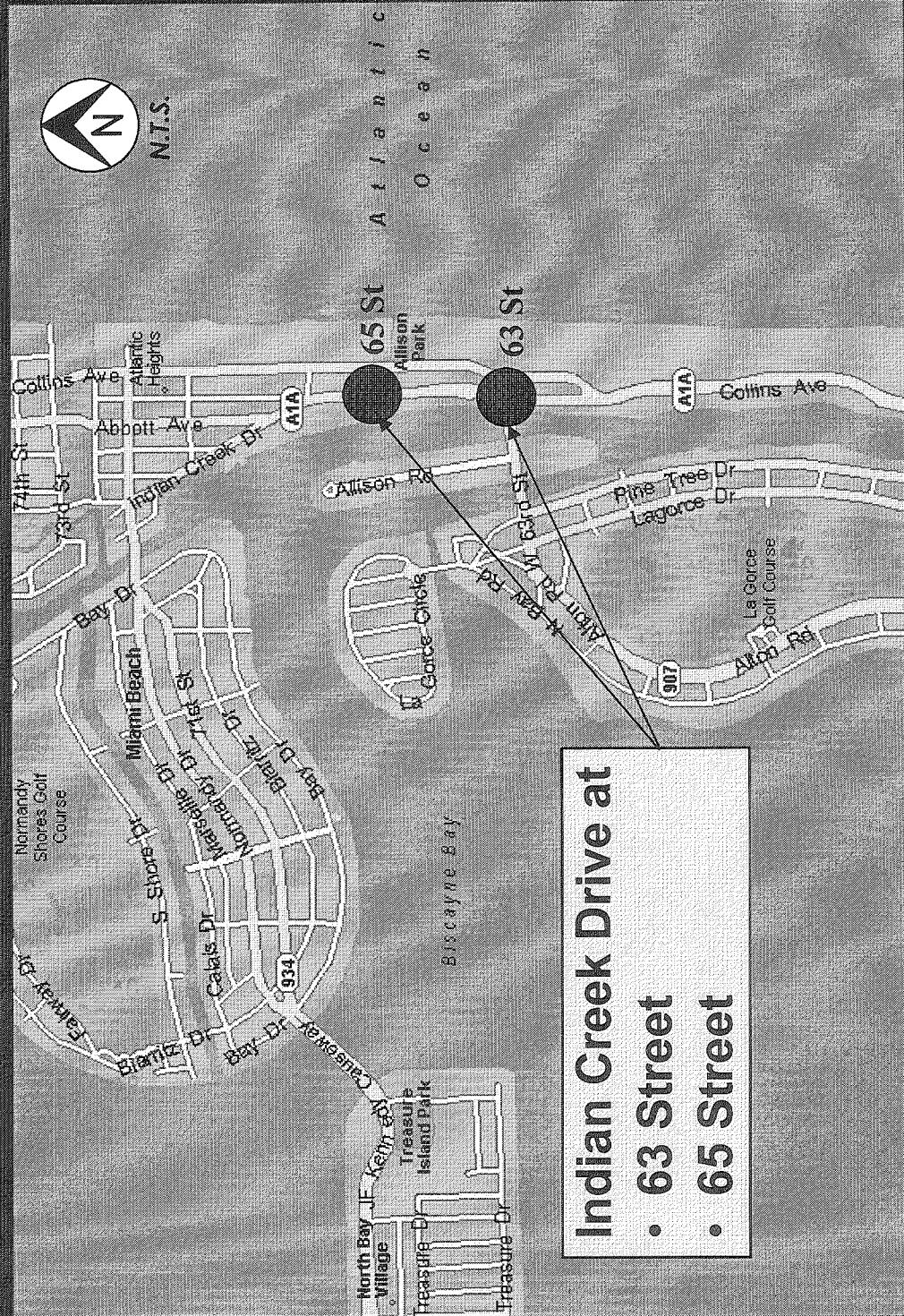


Indian Creek Drive at 63 Street Area Traffic Analysis



City of Miami Beach
City Commission Meeting
May 5, 2004

Study Intersections



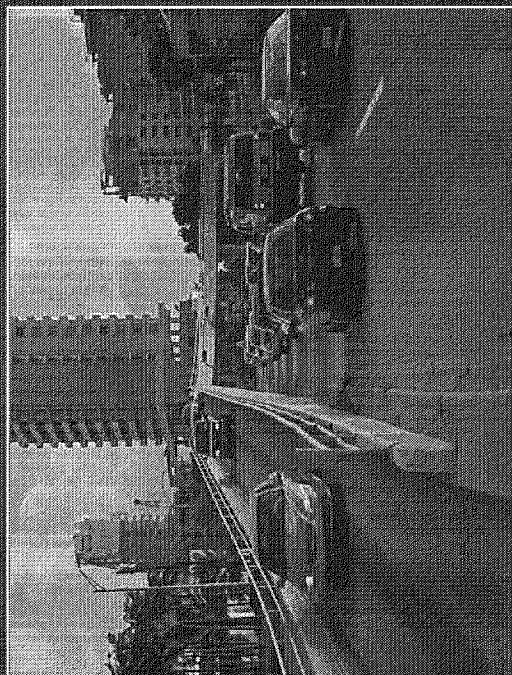
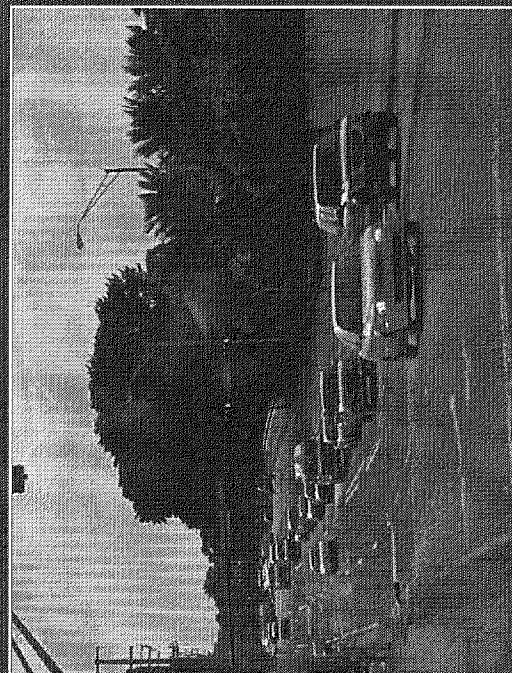
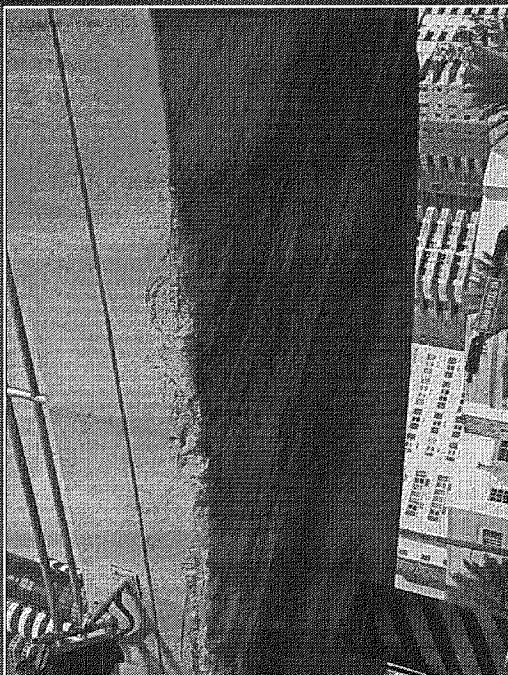
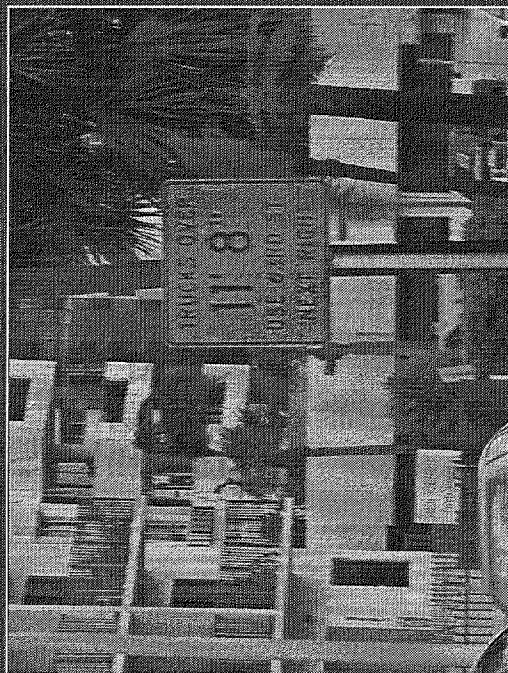
Background

- Traffic studies by FDOT - 1999
- Further evaluation by City's Consultant - 2000
- At-grade vs. New Flyover - primary alternatives
- FDOT plans to construct the at-grade solution

Consultant's Tasks

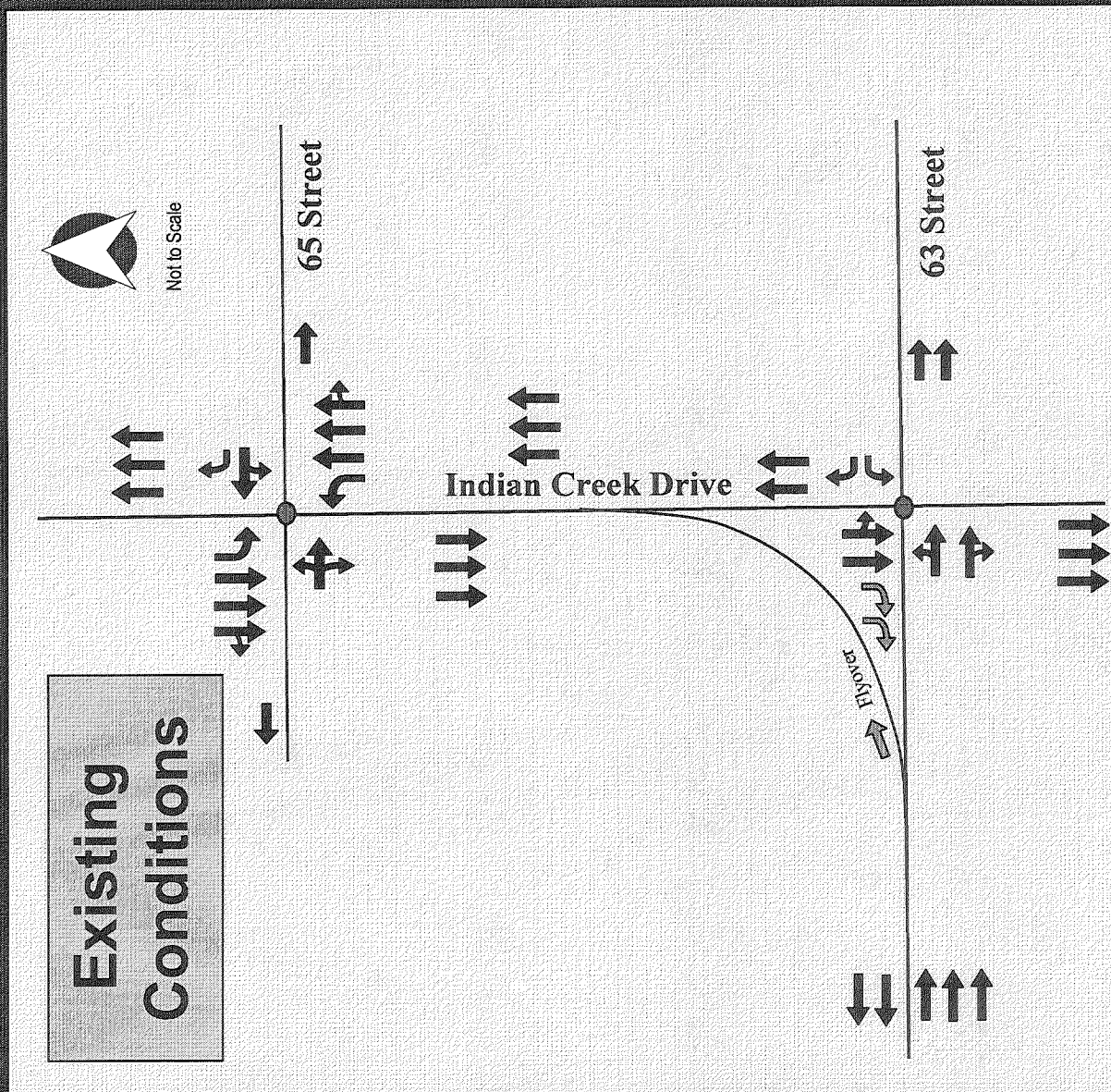
- Field Observations
- New Baseline (2003) Traffic Data
- Existing (2003) Traffic Analysis
- Future Traffic Projections
- Future (2021) Traffic Analysis
- Comparison based on new 2003 data

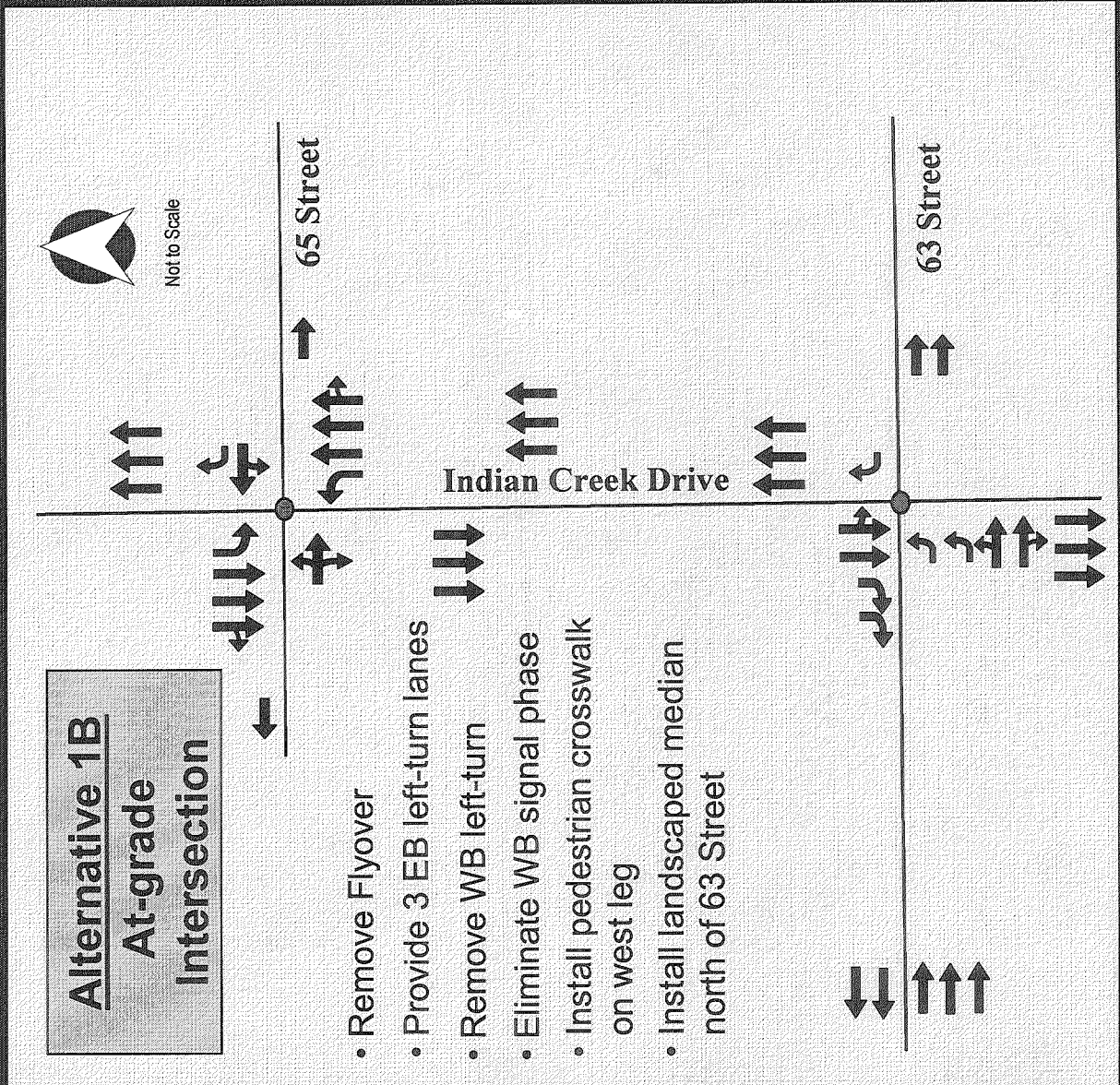
Field Observations

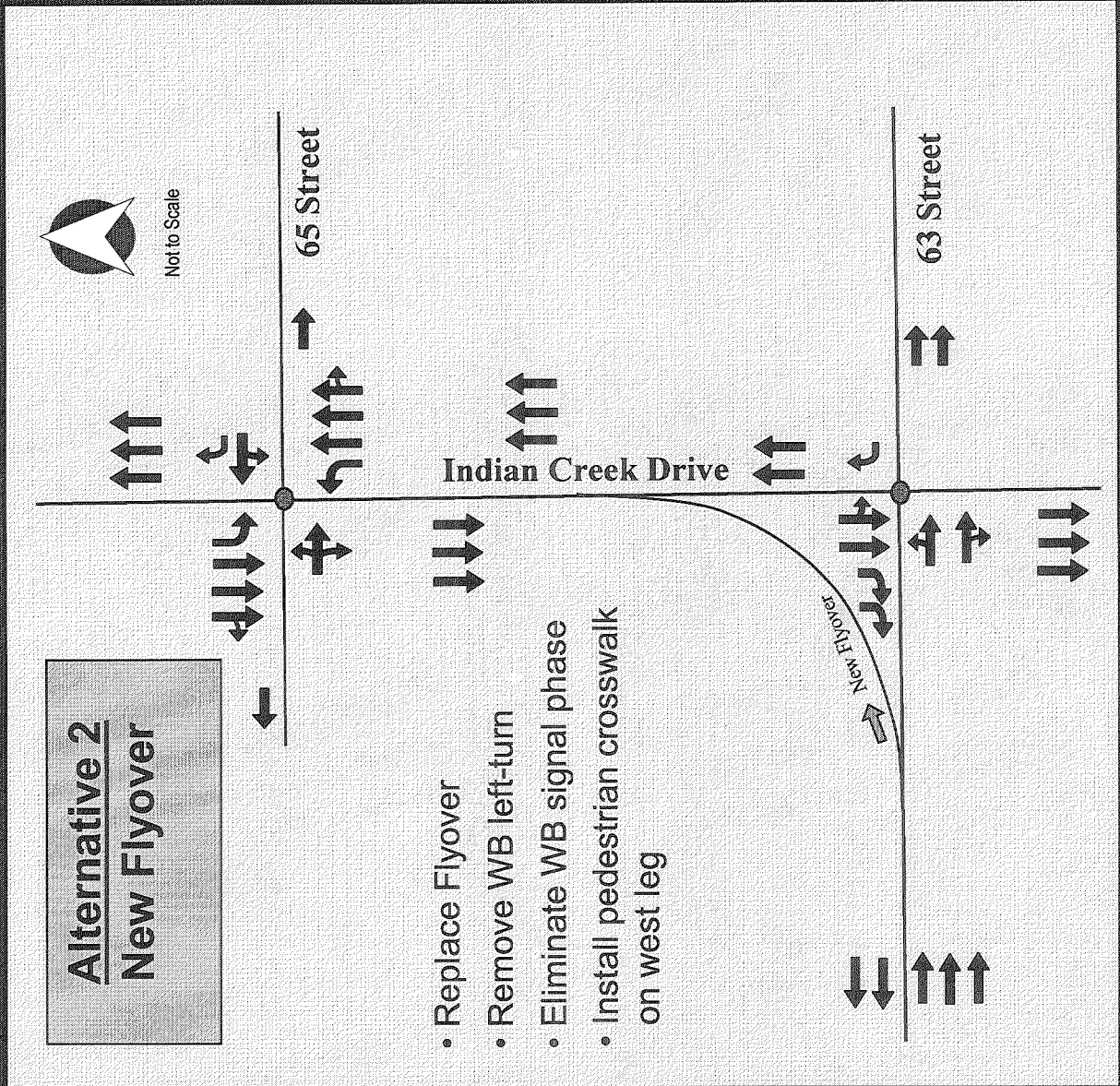


Study Alternatives

- No-Build Alternative – Existing Geometry
- FDOT Alternative 1B – At-grade
- FDOT Alternative 2 – New Fly-over







Year 2021 Traffic Data Highlights

Indian Creek Drive/63 Street – Critical Movements

- 3,100 SB right-turns in AM peak hour
- 1,900 EB left-turns in Mid-day peak hour
- 2,300 EB left-turns in PM peak hour

AM Peak Hour **Indian Creek Drive/63 Street**

	Performance Measure	Existing 2003	Analysis Alternative - 2021		
			No-Build	At-grade	New Flyover
Overall	Delay (sec/veh)	30	61 (91)	60 (91)	42 (73)
	LOS	C	E+ (F)	E+ (F)	D+ (E)
SB Right	Delay (sec/veh)	41	73 (141)	73 (141)	73 (141)
	LOS	D+	E (F)	E (F)	E (F)

(43) = With Pedestrian Phase Actuation

Mid-day Peak Hour Indian Creek Drive/63 Street

	Performance Measure	Existing 2003	Analysis Alternative - 2021		
			No-Build	At-grade	New Flyover
Overall	Delay (sec/veh)	12	37 (38)	24 (26)	28 (30)
	LOS	B+	D+ (D+)	C+ (C+)	C (C)
EB Left	Delay (sec/veh)	9	70 (70)	28 (28)	55 (55)
	LOS	A	E (E)	C (C)	D (D)

(43) = With Pedestrian Phase Actuation

PM Peak Hour Indian Creek Drive/63 Street

	Performance Measure	Existing 2003	Analysis Alternative - 2021		
			No-Build	At-grade	New Flyover
Overall	Delay (sec/veh)	51	61 (61)	42 (43)	45 (45)
	LOS	D	E+ (E+)	D+ (D+)	D (D)
EB Left	Delay (sec/veh)	85	114 (114)	50 (50)	96 (96)
	LOS	F	F (F)	D+ (D+)	F (F)

(43) = With Pedestrian Phase Actuation

Analysis Summary

- At-grade alternative operates better than No-Build
- AM peak hour, critical SB right-turn movement operates at:
 - Same LOS with all 3 alternatives
- Mid-day peak hour, critical EB left-turn movement operates at:
 - At-grade - LOS 'C'
 - New Flyover – LOS 'D'
 - No-Build – LOS 'E'
- PM peak hour, critical EB left-turn movement operates at:
 - At-grade - LOS 'D'
 - New Flyover – LOS 'F'
 - No-Build – LOS 'F'



CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A PUBLIC HEARING TO SOLICIT PUBLIC INPUT REGARDING THE NOTIFICATION OF PROPOSED CHANGE ("NOPC"), FILED BY FLAGSTONE ISLAND GARDEN, LLC ON BEHALF OF THE DOWNTOWN DEVELOPMENT AUTHORITY, FOR THE EXPANSION OF THE DOWNTOWN DEVELOPMENT OF REGIONAL IMPACT (DRI) DISTRICT BOUNDARIES TO INCLUDE THE NORTHWEST QUADRANT OF WATSON ISLAND.

On April 8, 2004, representatives of Flagstone Island Gardens, LLC submitted a Notification of Proposed Change (NOPC) to the Florida Department of Community Affairs, on behalf of the Downtown Development Authority. This NOPC proposed to expand the boundaries of the Downtown Development of Regional Impact district to include the Northwest quadrant of Watson Island.

Developments of Regional Impact

The term "development of regional impact," as defined in Chapter 380.06, Florida Statutes, means any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county.

Downtown DRI Background

The Downtown Miami DRI Update is governed by the amended DRI development order and Increment II expansion adopted by the City of Miami on December 12, 2002. The boundaries of the Downtown Miami DRI include 840 acres of urban improved land located in three general areas within Downtown Miami, and are identified as Omni, Central Business District (CBD) and Brickell.

Master Development Program Summary

Land Use (square Feet)	Increment I (approved)	Increment II (original)	Increment II (adopted)	Increment III
Office	3,681,890	3,600,000	1,300,000	3,700,000
Government	300,000	250,000	*	200,000
Retail	1,453,500	400,000	750,000	500,000
Hotel	4,500 rooms	500 rooms	1,500 rooms	1,100 rooms
Residential	10,550 units	2,550 units	7,500 units	2,920 units
Convention	500,000	0	500,000	0
Industrial	1,050,000	0	750,000	1,050,000
Institutional	200,000	0	450,000	300,000
Attractions	30,500 seats	1,600 seats	60,000 seats	5,000 seats
Marine Facilities	100,000	0	*	0

Agenda Item

R9D

Date

5-5-04

Substantial Deviation

Any proposed change to a previously approved development which creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the regional planning agency, shall constitute a substantial deviation and shall cause the development to be subject to further DRI review.

Section 380.06(19), F.S., specifies the following actions and timeframes following a submission of a NOPC to the local government, the regional planning agency and the state land planning agency.

1. No sooner than 30 days but no later than 45 days after submittal, the local government (City of Miami) shall give 15 days notice and schedule a public hearing to consider the change that the developer asserts does not create a substantial deviation. The public hearing shall be held within 90 days after submittal.
2. The regional planning agency or the state land planning agency shall review the proposed change and, no later than 45 days after submittal and prior to the public hearing shall advise the local government in writing whether it objects to the proposed change, shall specify the reasons for its objection, if any.
3. At the public hearing, the local government shall determine whether the proposed change requires further DRI review.
4. If the local government determines that the proposed change does not require further DRI review and is otherwise approved, the local government shall issue an amendment to the Development Order incorporating the approved change and conditions of approval relating to the change. The decision of the local government to approve, with or without conditions, or to deny the proposed change that the developer asserts does not require further review shall be subject to the appeal provisions of s. 380.07. However, the state land planning agency may not appeal the local government decision if it did not comply with the review procedure and timeframes established above.
5. The regional planning agency by vote at a regularly scheduled meeting may recommend that the state land planning agency undertake an appeal of a DRI Development Order. Upon the request of a regional planning council, affected local government, or any citizen, the state land planning agency shall consider whether to appeal the order and shall respond to the request within the 45-day appeal period.

Based on the aforementioned timelines set forth by statute, and based upon the April 8, 2004 submittal date of the NOPC, the City shall submit any and all comments to the South Florida Regional Planning Council prior to May 7, 2004, to ensure these comments are received as part of the agency's review process.

This NOPC purports to not be a substantial deviation. The City's input back to the review

agencies should entail an analysis of the elements that may, in our opinion, constitute a substantial deviation and any other inconsistency of DRI criteria that is of concern. Accordingly, below is a summary of the Administration's review of the relevant areas of concern which include:

1. Boundary Expansion
2. Land Use
3. Build Out Date
4. Transportation Methodology
5. Transportation Assessment
6. Comprehensive Plan
7. Development Moratoriums
8. FTAA

Notice of Proposed Change

The NOPC covers the expansion of the Downtown Development of Regional Impact (DRI) district boundaries to include the northwest quadrant of Watson Island. This expansion of boundaries necessitates a new analysis to determine any significant impact (s).

Project Development Program

According to the South Florida Regional Planning Council's Final Pre-Application Summary, dated November 25, 2002, the proposed Island Gardens development program will redistribute the following DRI land uses from the Omni and/or CBD sections to Watson Island: 54 Marina slips; 525 Hotel rooms; and 235,857 Retail square feet (includes open-air fish market (10,629 sf) and a Maritime Gallery (4,000 sf).

According to the Transportation Assessment, prepared by David Plummer & Associates and revised March 2004, the proposed Island Gardens development program on Watson Island will include the following DRI land uses: 50 Marina slips; 605 hotel rooms and a total of 232,774 retail square feet (includes an 7,774 sq. ft. fish market and restaurant, and a 4,000 sq. ft. maritime gallery.

Thus, the development program appears to have changed slightly.

Boundary Expansion

Section 380.06(19)(e)(2)(f), F.S., states that:

"The following changes, individually or cumulatively with any previous changes, are not substantial deviations...

- (f) Changes to increase the acreage in the development, provided that *no development is proposed on the acreage to be added.*" (*emphasis added*)

Section 380.06(19)(e)(3), F.S., states that:

"Except for the change authorized by sub-subparagraph 2.f., any addition of land not previously reviewed or any change not specified in paragraph (b) or paragraph (c) shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence."

The NOPC includes expansion of the boundary of the Downtown Miami DRI to include the northwest quadrant of Watson Island, as an addition of land on which development will occur.

Initial Finding No. 1: The NOPC appears to be a substantial deviation as defined in 380.06(19)(e)(3), because land area, on which new development is proposed, is being added to the DRI and has not previously been reviewed.

Land Use

Section 380.06(19)(b) , F.S., states that:

“Any proposed change to a previously approved development of regional impact or development order condition which, either individually or cumulatively with other changes, exceeds any of the following criteria shall constitute a substantial deviation and shall cause the development to be subject to further development-of-regional-impact review without the necessity for a finding of same by the local government...

(11) An increase in hotel or motel facility units by 5 percent or 75 units, whichever is greater.

City of Miami Resolution 02-1307 approved a change in approved hotel rooms in Increment II from 500 to 1,500. This is an increase of 1,000 rooms, or 200%. The NOPC proposes the construction of between 525 and 605 hotel rooms on the proposed Watson Island addition to the DRI area, an area of land that has not been previously reviewed.

Initial Finding No. 2: The change in the number of hotel rooms approved in Increment II may be a substantial deviation as defined in 380.06(19)(b)(11), because the increase is greater than 5% and greater than 75 units. It must be determined if this is considered a substantial deviation.

Build Out Date

The original Date of Buildout for Increment II was December 30, 2005, On December 12, 2002, the Miami City Commission approved Resolution 02-1307, which is the Development Order that approved changes to Increment II, as reflected in the chart above. The Development Order specifies a new Build Out Date for Increment II as May 28, 2009.

The NOPC submitted by the Downtown Development Authority includes the following responses:

Item No. 7 – List all the dates and resolution numbers of all modification or amendments to the originally approved DRI development order that have been adopted by the local government.

Response 7(M) – Resolution No. 02-1307

7(M)(5) – The extension of the build out/termination date for Increment II from December 30, 2005 to May 20, 2014.

Item No. 10 – Does the proposed change result in a change to the build out date or any phasing date of the project? If so, indicate the proposed new buildout or phasing dates.

Response: No. The proposed changes do not change the build out date for Increments II and III, established by the City of Miami Resolution 02-1307 and Resolution 94-849 as May 20, 2014 and December 30, 2014, respectively.

Staff believes that the representations made in the NOPC relating to the Build Out Date are inconsistent with the approved Development Order, as the approved Development Order specifies a May 28, 2009 Build Out Date as compared to the NOPC which lists May 20, 2014 as the Build Out Date.

Florida Law currently specifies that extension of the Build Out Date of a development by more than 7 years is presumed to create a substantial deviation subject to further DRI review. During the 2004 legislative session, the Legislature passed, and the Governor approved, House Bill 539, which amended the above referenced time frame. The bill becomes law on July 1, 2004, and specifies that the extension of the Build Out Date of an areawide DRI by more than 5 years but less than 10 years is presumed not to create a substantial deviation.

Initial Finding No. 3: The Build Out Dates identified in the NOPC (May 20, 2014) appear inconsistent with the Development Order and City of Miami Resolution 02-107 (May 28, 2009).

Initial Finding No. 4: Based on the Build Out Dates identified in the NOPC of May 20, 2014, does the law at the time of application submittal apply and thus, dictate such an extended Build Out Date as a substantial deviation?

Transportation Methodology

On September 19, 2002, City staff attended a meeting at the South Florida Regional Planning Council to discuss the proposed transportation methodology to assess transportation impacts for a potential NOPC to the Downtown Miami DRI. On November 25, 2002, the Planning Council distributed the pre-application summary from this meeting, which is attached as Exhibit 'A'. The summary includes comments made by the Miami Beach representatives to ensure that the traffic analysis considered impacts in Miami Beach.

- Committed developments to be updated to include the Portofino DRI, as well as projects north and south of 5th Street.
- Traffic counts from count stations on the MacArthur Causeway east of Watson Island to be updated.
- Peak hour analysis of the intersection of Alton Road and the MacArthur Causeway.
- Study roadways within Miami Beach, not just corridors leading to Miami Beach.

- A discussion of transit and pedestrian trip reductions was to be held with the City of Miami.

The Final Pre-Application Summary distributed by the South Florida Regional Planning Council defined the following Project Study Area:

"The Project Study Area for Transportation will include all corridors leading to Miami Beach and all North, South, East and West roads (including Alton Road) in Miami Beach, wherever a significant impact is reported. The final Project Study Area will be adjusted as determined by the traffic impact analysis."

Transportation Assessment

On page 5 of the Transportation Assessment prepared by David Plummer & Associates, the following study area is described:

"The project study area for transportation will include all corridors leading to Miami Beach and all North, South, East and West roads (including Alton Road in Miami Beach), wherever a significant impact is reported. The final project study area will be adjusted as determined by the traffic impact analysis."

Additionally, in section 2.0 – Establishing Existing Corridor Conditions of the Transportation Assessment, *"the existing traffic conditions were modified to include the expanded study area. This includes roadway segments to the east along MacArthur Causeway to Miami Beach, and roadway segments along Alton Road."*

Initial Finding No.5: It appears that the Transportation Consultant did not analyze the study area defined by the South Florida Regional Planning Council, and rather than review the impact on all North, South, East and West roads in Miami Beach (as specified in the pre-application summary), only studied the impact on the MacArthur Causeway and Alton Road.

The Traffic Analysis was submitted as part of the NOPC on April 8, 2004. The analysis is under review by City staff and consultants to ensure that the applicant complied with the DRI process criteria, using professionally acceptable methodology and accurate data.

However, an initial review of the traffic analysis for the project indicates impacts on the Macarthur Causeway between Watson Island and Miami Beach, along 5th Street from Collins to Alton, and on Alton Road, both north and south of Fifth Street. Staff questions the numbers that have been used for existing and projected traffic volumes on these links, and the resulting level of service determination made for these links. Staff believes that additional analysis and detailed information regarding traffic volumes on these links is warranted. Additionally, initial review indicates that the only committed development in Miami Beach that was considered was the Portofino DRI.

Initial Finding No. 6: Additional analysis and detailed information is required to determine the traffic impact the project will have on Miami Beach roadway segments.

Initial Finding No. 7: The City of Miami Beach is unable, at this time, to determine whether all committed developments in Miami Beach were analyzed, or only committed developments on 5th Street and on Alton Road were analyzed as part of the traffic analysis. Therefore, the City requests a copy of all committed developments that were reviewed.

If the review agencies agree that the new traffic analysis is sufficient and the traffic analysis does not identify any new significantly impacted roadways, then the redistribution of DRI land uses will not constitute a substantial deviation. If the new analysis with the redistribution of trips identifies a significant impact on any new roadway segments (5% of the service volume), then the proposed change will constitute a substantial deviation. The appropriate mitigation would be determined during the substantial deviation process.

Comprehensive Plan

The NOPC submitted by the Downtown Development Authority includes the following response:

Item No. 11 – Will the proposed change require an amendment to the local government comprehensive plan?

Response No.

On Monday, April 16, 2003, the City of Miami published a public notice in the Miami Herald for the following two ordinances for consideration at the Miami Commission Meeting on May 6, 2004, that in effect is proposing a change to the comprehensive plan.

AN ORDINANCE OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT, AMENDING ORDINANCE NO. 10544, AS AMENDED, THE FUTURE LAND USE MAP OF THE MIAMI COMPREHENSIVE NEIGHBORHOOD PLAN BY CHANGING THE LAND USE DESIGNATION OF THE 0.78 ACRE PARCEL NAMED "PROPOSED TRACT B" LOCATED WITHIN THE AREA APPROXIMATELY TO THE NORTHWEST OF WATSON ISLAND, MIAMI, FLORIDA, FROM "RECREATION" TO "RESTRICTED COMMERCIAL"; MAKING FINDINGS; DIRECTING TRANSMITTALS TO AFFECTED AGENCIES; CONTAINING A REPEALER PROVISION AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT, AMENDING ORDINANCE NO. 10544, AS AMENDED, THE FUTURE LAND USE MAP OF THE MIAMI COMPREHENSIVE NEIGHBORHOOD PLAN BY CHANGING THE LAND USE DESIGNATION OF THE 0.79 ACRE PARCEL NAMED

“PROPOSED TRACT C” LOCATED WITHIN THE AREA APPROXIMATELY AT THE NORTHWEST OF WATSON ISLAND, MIAMI, FLORIDA; FROM “RESTRICTED COMMERCIAL” TO “RECREATION”; MAKING FINDINGS; DIRECTING TRANSMITTALS TO AFFECTED AGENCIES; CONTAINING A REPEALER PROVISION AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Initial Finding No. 8: The public notice for two Watson Island comprehensive plan amendments on the Island Gardens site is clearly a proposed change to the comprehensive plan for the project and would appear to contradict the statement in the NOPC that comprehensive plan amendments are not required by the proposed change. Can it be clarified if the proposed change to the comprehensive plan may not be a “required change” for the project to proceed, and therefore the response in Number 11 of the NOPC is correct?

Development Moratoriums

In other areas of Miami, the City has adopted or is discussing temporary development moratoriums to respond to the significant amount of development that is occurring and planned, in order to adopt appropriate zoning and design guidelines.

On May 6, 2004, the City of Miami Commission will consider the following item:

AN ORDINANCE OF THE MIAMI CITY COMMISSION, ESTABLISHING A 90-DAY TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW BUILDINGS LOCATED ON THE SOUTHWEST 27TH AVENUE CORRIDOR FROM CORAL WAY TO US-1...

On April 29, 2004, the City of Miami Commission adopted the following ordinance on second reading:

AN ORDINANCE OF THE MIAMI CITY COMMISSION ESTABLISHING A 90-DAY TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW BUILDINGS IN EXCESS OF 40 FEET IN HEIGHT FOR THAT AREA LOCATED IN AND REGULATED UNDER THE SD-9 BISCAYNE BOULEVARD NORTH OVERLAY DISTRICT...

On April 8, 2004, the City of Miami Commission adopted the following ordinance on second reading:

AN ORDINANCE OF THE MIAMI CITY COMMISSION ESTABLISHING A 90-DAY TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW BUILDINGS IN EXCESS OF 85 FEET (COMMERCIAL) OR 95 FEET (RESIDENTIAL) IN HEIGHT FOR THAT AREA LOCATED IN AND REGULATED UNDER THE SD-9 BISCAYNE BOULEVARD NORTH

OVERLAY DISTRICT...

Initial Finding No. 9 – Do the moratoriums and issues related to them affect roadways that are impacted by the Downtown DRI and have any bearing on the traffic analysis and/or substantial deviation review?

Free Trade Area of the Americas (FTAA)

On March 1, 2004, Gov. Jeb Bush, Miami Mayor Manny Diaz and leaders of a team promoting Miami as the headquarters of the Free Trade Area of the Americas presented plans to place the Trade Secretariat on Watson Island or Dinner Key in Coconut Grove. The Watson Island site had earlier been slated to become the home of the Watson Island Aviation and Visitors Center.

Initial Finding No. 10 – Does the proposal of Watson Island as one of two preferred sites for the Secretariat of the FTAA have any bearing on the proposed change and the substantive deviation review of impacts on areas that are affected by the Downtown DRI?

Initial Findings / Conclusion

1. The NOPC appears to be a substantial deviation as defined in 380.06(19)(e)(3), because land area, on which new development is proposed, is being added to the DRI and has not previously been reviewed.
2. The change in the number of hotel rooms approved in Increment II may be a substantial deviation as defined in 380.06(19)(b)(11), because the increase is greater than 5% and greater than 75 units. It must be determined if this is considered a substantial deviation.
3. The Build Out Dates identified in the NOPC (May 20, 2014) appear inconsistent with the Development Order and City of Miami Resolution 02-107 (May 28, 2009).
4. Based on the Build Out Dates identified in the NOPC of May 20, 2014, does the law at the time of application submittal apply and thus, dictate such an extended Build Out Date as a substantial deviation?
5. It appears that the Transportation Consultant did not analyze the study area defined by the South Florida Regional Planning Council, and rather than review the impact on all North, South, East and West roads in Miami Beach (as specified in the pre-application summary), only studied the impact on the MacArthur Causeway and Alton Road.
6. Additional analysis and detailed information is required to determine the traffic impact the project will have on Miami Beach roadway segments.
7. The City of Miami Beach is unable, at this time, to determine whether all committed developments in Miami Beach were analyzed, or only committed developments on 5th Street and on Alton Road were analyzed as part of the traffic analysis. Therefore, the City requests a copy of all committed developments that were reviewed.
8. The public notice for two Watson Island comprehensive plan amendments on the Island Gardens site is clearly a proposed change to the comprehensive plan for the project and would appear to contradict the statement in the NOPC that comprehensive plan amendments are not required by the proposed change. Can it be clarified if the proposed change to the comprehensive plan may not be a “required change” for the

- project to proceed, and therefore the response in Number 11 of the NOPC is correct?
9. Do the moratoriums and issues related to them affect roadways that are impacted by the Downtown DRI and have any bearing on the traffic analysis and/or substantial deviation review?
 10. Does the proposal of Watson Island as one of two preferred sites for the Secretariat of the FTAA have any bearing on the proposed change and the substantive deviation review of impacts on areas that are affected by the Downtown DRI?

The Administration will continue review of the relevant documents, and, as an interested party, will submit findings to the South Florida Regional Planning Council.

^{epc}
JMG/CMC/kc

Attachments

Exhibit 'A' – Pre Application Summary

T:\AGENDA\2004\May0504\Regular\Watson Island DRI CM.doc



2002 NOV 26 PM 4:06

MEMORANDUM

DATE: NOVEMBER 25, 2002

TO: DRI REVIEW AGENCIES AND INTERESTED PARTIES

FROM: DAVID DAHLSTROM, DRI COORDINATOR *DD*

SUBJECT: DOWNTOWN MIAMI AREAWIDE - INCREMENT II DRI (AKA WATSON ISLAND/ISLAND GARDENS NOPC) FINAL PRE-APPLICATION SUMMARY

This memorandum constitutes a final pre-application summary for the proposed Downtown Miami - Increment II Development of Regional Impact (DRI) Notice of Proposed Change (NOPC) for the Island Gardens project on Watson Island. Based upon comments received from the reviewing entities, the methodology used to prepare the NOPC application will be amended as shown with underlined text.

The development order for the Downtown Miami Increment II DRI has not been adopted by the City of Miami. The NOPC application for Watson Island cannot be filed until the DRI is approved by the City of Miami and the 45 day appeal period has ended.

Background

On July 1, 2002, the Downtown Miami Areawide - Increment II DRI received conceptual approval from the South Florida Regional Planning Council. The Impact Assessment Report, including recommended development order conditions to be adopted by the City of Miami was transmitted to the City of Miami following the July 1, 2002 Council Meeting. As of the date of this memorandum, the development order for Increment II of the DRI, has not been adopted by the City of Miami. This summary assumes that Downtown Miami Areawide - Increment II will be adopted by the City of Miami prior to the submission of the proposed NOPC for the incorporation of the Island Gardens development into the boundaries of the Downtown Miami Areawide - Increment II DRI.

As provided in the Master Development Order for the Downtown Miami Areawide DRI, the remaining undeveloped portion of Increment I (unreserved credits), are to be carried forward to the year 2009, consistent with the buildout date for Increment II. Upon adoption of the Increment II Development Order, the transportation analysis for the proposed NOPC may include the approved development totals for the Downtown Miami Areawide DRI. A summary of the development program includes:

MASTER DEVELOPMENT PROGRAM SUMMARY

Land Use (square Feet)	Increment I (approved)	Increment II (original)	Increment II (proposed)	Increment III	Master D.O. Approved
Office	3,681,890	3,600,000	1,300,000	3,700,000	14,400,000
Government	300,000	250,000	*	200,000	750,000
Retail	1,453,500	400,000	750,000	500,000	1,950,000
Hotel	4,500 rooms	500 rooms	1,500 rooms	1,100 rooms	3,100 rooms
Residential	10,550 units	2,550 units	7,500 units	2,920 units	9,020 units
Convention	500,000	0	500,000	0	500,000
Industrial	1,050,000	0	750,000	1,050,000	2,100,000
Institutional	200,000	0	450,000	300,000	600,000
Attractions	30,500 seats	1,600 seats	60,000 seats	5,000 seats	13,100 seats
Marine Facilities	100,000	0	*	0	0

* Included in office. All measures in square feet unless noted.

Proposed Development Program

The proposed Island Gardens development program will redistribute the following DRI land uses from the Omni and/or CBD sections to Watson Island: 54 Marina slips; 525 Hotel rooms; and 235,857 Retail square feet (includes open-air fish market (10,629 sf) and a Maritime Gallery (4,000 sf). The applicant has submitted a Binding Letter of Vested Rights (BLIVR) to the DCA, requesting the vesting of up to 42 marina slips from the DRI/NOPC review process. All vested development will be exempt from the DRI/NOPC process. If the 6,593 square feet of support space is not determined to be ancillary to the marina then the total square feet of leaseable space should be considered as office or retail use (for DRI purposes) and included in the DRI impact analysis.

Transportation Impact Analysis Methodology

The Transportation Impact Analysis for the NOPC will utilize the base transportation methodology used in the Increment II Application for Development Approval (ADA). The Increment II analysis will be amended or updated, as necessary, to accommodate and reflect the inclusion of the proposed Island Gardens development plan on Watson Island. This will include an adjustment to the DRI boundary in order to accommodate the project site.

Pursuant to a previous determination from the Department of Community Affairs, the Parrot Jungle development, as well as other development contemplated on Watson Island not associated with the Island Gardens project, will not required to undergo DRI review. However, the DRI analysis will incorporate these other developments as committed or background developments to the extent required by Chapter 380.06, Florida Statutes.

Project Study Area

The Project Study Area for Transportation will include all corridors leading to Miami Beach and all North, South, East and West roads (including Alton Road) in Miami Beach, wherever a significant impact is reported. The final Project Study Area will be adjusted as determined by the traffic impact analysis.

Committed Development

Committed projects will be included in the traffic analysis and will include projects, such as, the Portofino DRI, Parrot Jungle, and the Children's Museum. The Cities of Miami and Miami Beach will be requested by the applicant to provide information about all committed developments with over 400 PM peak hour trips for inclusion in this analysis.

Trip Generation

There will be no additional trips added to the DRI; however, there will be a redistribution of the existing uses. Trips will be taken from the Omni and/or CDB areas. The trip generation rates will be based upon the ITE 6th edition.

Transit

Transit and pedestrian trip reductions will be discussed and determined by the City of Miami, FDOT, and SFRPC. The rate must be supported and documented. The rate will be documented based on available or committed transit services. BayLink will not be included for DRI analysis purposes.

Traffic Counts

Traffic Counts used in Increment II will be updated. The traffic counts for Increment II utilized year 1999 and 2000 data for the MacArthur Causeway. There are at least two permanent continuous count stations on MacArthur Causeway and Miami Beach. The traffic analysis will be updated based upon the best available FDOT, County, or local count updates at these stations and any other roadway segments to the east of the DRI that were not part of the original Increment II data collection.

Transportation Concurrency Exception Area (TCEA)

The existing boundaries of the Downtown Miami Areawide DRI are wholly located within a City of Miami TCEA boundary. Watson Island is currently excluded from the City's TCEA boundary. The inclusion of a portion of Watson Island into the DRI will not change the existing boundaries of the TCEA. If an extension of the TCEA boundary onto Watson Island is desired, then the City of Miami must adopt an amendment to its Comprehensive Plan.

Intersection Analysis

The analysis will include all critical intersections and ramps identified in Increment II. This analysis will also be expanded to include all critical intersections and ramps will be analyzed within the boundaries of the new Project Study Area on Watson Island. In addition, the intersection of Alton Road and MacArthur Causeway will be analyzed in the study peak hour. The City of Miami Beach currently has an adopted TCMA. The applicant may utilize the level of service standard adopted by the City of Miami Beach TCMA in determining the 5% significance threshold.

Internalization/Operational Analysis

The analysis should address the proposed internal walkway system and connections between adjacent developments, particularly vehicle and pedestrian movements between Parrot Jungle and Island Gardens, and designated bus parking areas. The analysis should also address the potential impacts associated with any drawbridge openings at the Venetian Causeway during the peak hour.

Development Matrix

The existing development order for the Downtown DRI includes a flexibility matrix to simultaneously increase and decrease uses in like amounts. The proposed development plan only proposes marina, hotel, and retail uses. The development review is based upon these uses. If alternative uses are contemplated then the analysis must accommodate those uses. Residential uses are discouraged. If flexibility of uses is not desired, then the proposed amendment should specifically address how and when the flexibility matrix may be utilized.

Hurricane Evacuation

A Hurricane Evacuation analysis will not be required. The proposed project does not include a residential component. For Hotel uses, the City of Miami's Major Use Special Permit (MUSP) process requires a Hotel Management Plan with procedures for Hurricane Evacuation. The MUSP process is consistent with the County's Hurricane Evacuation process and will therefore not require additional DRI analysis.

Vested Rights

A binding letter application to request the vesting for 42 of the 54 existing marina slips has been submitted to the Florida Department of Community Affairs (DCA). Pursuant to Chapter 380.06(4), F.S., any marina slips that are deemed to be vested by the DCA will not be subject to further DRI review and will be exempted from the NOPC application. However, a copy of any vested rights determination should be submitted with the NOPC application.

Substantial Deviation

If the review agencies agree that the new traffic analysis is sufficient and the traffic analysis does not identify any new significantly impacted roadways, as defined by the Transportation Uniform Standard Rule 9J-2.045(6), Florida Administrative Code, then the redistribution of DRI land uses will not constitute a substantial deviation.

If the new analysis with the redistribution of trips identifies a significant impact on any new roadway segments, (5% of the service volume), then the proposed change will constitute a substantial deviation. The appropriate mitigation would be determined during the substantial deviation process.


cc: Attached Distribution List



C: CMC
Bomez
Lilia

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER 
COMMISSIONER

DATE: April 29, 2004

RE: Agenda Item- Planning Board Work Plan

I would like to place the Planning Board's proposed 2004-2005 work plan for discussion on the May 5th Commission Meeting Agenda. I am requesting a time certain after the lunch break.

I thank you in advance for your cooperation in this matter. If you have any questions, please do not hesitate to contact my Aide, Ms. Lorna Mejia at extension 6627.

Thank you.

MHB/ldm

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2004 APR 29 PM 4:34
CITY MANAGERS OFFICE
BY

Agenda Item R9E
Date 5-5-04

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**CITY OF MIAMI BEACH
OFFICE OF THE CITY ATTORNEY**

MEMORANDUM

TO: Mayor David Dermer
Members of the City Commission

FROM: Murray H. Dubbin *MHD*
City Attorney

RE: **Request by the Law Firm of Akerman Senterfitt for a Waiver of Conflict of Interest in Representing Wallace Hotel Corp. Before the State of Florida Division of Administrative Hearings in a Challenge to the City's Coastal Construction Permit for a Beach Walk behind the Richmond Hotel**

DATE: April 29, 2004

As set forth in the attached letter, the law firm of Akerman Senterfitt has requested the City to grant a waiver of conflict of interest in representing Wallace Corp. in a matter before the State of Florida Division of Administrative Hearings. Wallace Corp. owns the Richmond Hotel at 1757 Collins Avenue. This matter concerns Wallace Corp.'s challenge to the State of Florida Department of Environmental Protection's issuance of a coastal construction permit to the City for construction of a boardwalk behind the Richmond Hotel which will be part of the City's Beach Walk Project. Akerman Senterfitt currently represents the City in its labor negotiations and other employment law matters.

The Florida Rules of Professional Conduct provide as follows:

Rule 4-1.7 Conflict of Interest; general rule

(a) Representing Adverse Interests. A lawyer shall not represent a client if the representation of that client will be directly adverse to the interests of another client, unless:

(1) the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client; and

(2) each client consents after consultation.

This waiver, if the Commission wishes to grant it, may be accomplished by a motion approved by a majority vote of the Commission.

MHD/bfg

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Agenda Item R9F

Date 5-5-04

Fort Lauderdale
Jacksonville
Miami
Orlando
Tallahassee
Tampa
Washington, DC
West Palm Beach

One Southeast Third Avenue
SunTrust International Center
28th Floor
Miami, Florida 33131-1714

www.akerman.com

305 374 5600 *tel* 305 374 5095 *fax*

April 28, 2004

Carmen S. Johnson
305 982 5577
cjohnson@akerman.com

Murray H. Dubbin, Esq.
City Attorney
City of Miami Beach
Fourth Floor
1700 Convention Center Drive
Miami Beach, FL 33139

**Re: Richmond Hotel Corp. v. Department of Environmental Protection
and City of Miami Beach
DOAH Case No. 04-0725**

Dear Mr. Dubbin:

As we recently discussed by telephone, a member of our firm is representing the Wallace Corporation in its administrative challenge to the City of Miami Beach's ("City's") Coastal Construction Permit for the Beach Walk now pending before the Division of Administrative Hearings (Case No. 04-0725) (originally filed under the Richmond Hotel Corp. name). Generally, this case involves the objection to the City's Beach Walk that would require the removal of part of the Richmond Hotel's beach walkway. It also may later involve a takings case against the Department of Environmental Protection and the City for the damages to the Wallace Corp. for the taking of its walkway.

This representation (hereafter collectively referred to as the "Richmond Hotel Matters") is totally unrelated to the employment and labor matters that I and others have been undertaking on behalf of the City. We did not initially know of this conflict because the firm that I was with when I was representing the City, Muller Mintz, joined Akerman Senterfitt earlier this year and the attorney representing the Wallace Corporation was with Katz, Kutter, Alderman & Bryant, P.A., which joined Akerman Senterfitt in late March 2004. Because of the volume of cases opened and the time needed to clear the conflicts, we did not know of this conflict when the Katz lawyers joined Akerman Senterfitt. The lawyer handling this matter for the Wallace Corporation, Martin Dix, is located in Tallahassee and I do not deal with him directly on any matters related to my representation of the City.

Rule 4-1.7 of the Rules of Professional Conduct provides as follows:

{M2100550;1}

(a) Representing Adverse Interests. A lawyer shall not represent a client if the representation of that client will be directly adverse to the interest of another client, unless:

(1) the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client; and

(2) each client consents after consultation.

The attorneys at this firm involved in the Richmond Hotel Matters will have no involvement in the representation of the City in any other matter related to the City. In addition, these attorneys have had, and will continue to have, no personal access to any other the City files maintained by the firm and confidential information related thereto. Similarly, I and the other attorneys in the firm who are or will be involved in representing the City in employment law matters will not be involved in the matter involving the Wallace Corporation's challenge to the City's Beach Walk.

Given these protections and the wholly unrelated nature of the Richmond Hotel Matters and the employment law matters, we believe it is appropriate to seek the City's consent in accordance with the provision of Rule 4-1.7, to our representation of the Wallace Corporation.

We ask that the City agree to waive this conflict and would appreciate your confirming this by executing the enclosed copy of this letter. The Richmond Hotel Matters client will provide a similar waiver. We appreciate your courtesy in waiving this conflict and allowing us to continue to serve the City. I am sorry that I have had to burden you with this request, but we take the Rules of Professional Conduct very seriously and I know that you would not want it otherwise.

Sincerely,

AKERMAN SENTERFITT



James C. Crosland

Agree to Waive Conflict:

Murray H. Dubbin, Esquire
City Attorney for the City of Miami Beach

cc: Donald M. Papy, Esquire
Ms. Debra Turner

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R9 - New Business and Commission Requests

- R9G Discussion And Update Regarding The Commission Retreat On Saturday, May 8, 2004 From 12:00 p.m. - 6:00 p.m. At The South Beach Marriott Located At 161 Ocean Drive, Miami Beach, Florida In The Ocean Boardroom.
(City Manager's Office)

AGENDA ITEM R9G
DATE 5-5-04

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C: MHD
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Rem
Trish
Lilia

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER

DATE: April 29, 2004

RE: Agenda Item- Resolution urging Governor Bush to veto the Budget Amendment which would cut school District Cost Differential Funds

I would like to place a resolution on the May 5th Commission Meeting Agenda for discussion recommending that Governor Bush veto the proposed Budget Amendment to cut "School District Cost Differential" funds by \$12.5 million. This \$12.5 million decrease in funds will greatly affect Miami-Dade County Schools.

I thank you in advance for your cooperation in this matter. If you have any questions, please do not hesitate to contact my Aide, Ms. Lorna Mejia at extension 6627.

Thank you.

MHB/ldm

BY
CITY MANAGERS OFFICE

2004 APR 29 PM 12:14

RECEIVED

Agenda Item

R9H

Date

5-5-04

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA URGING GOVERNOR JEB BUSH TO VETO THOSE LINE ITEMS OF THE STATE BUDGET WHICH WOULD ELIMINATE \$12.5 MILLION FROM THE MIAMI-DADE COUNTY SCHOOL DISTRICT BUDGET.

WHEREAS, in the last two years, the Florida Legislature has cut more than \$120 million from the budget for the Miami-Dade County School District and, in the current legislative session, has approved a budget compromise which would cut \$59 million over the next three years from the School District's budget; and

WHEREAS, for the 2004-2005 budget year, the Miami-Dade County School District budget will be cut by \$12.5 million under the new state school funding formula, which will not be offset by other monies to be received by the School District; and

WHEREAS, the prospect of massive cuts in the Miami-Dade County School District's budget, as well as the change in the "district cost differential" formula, will have a negative impact upon the quality of education provided in Miami-Dade County; specifically, bus routes, special classes, and school staff salaries will be adversely affected.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that Governor Jeb Bush is hereby urged to veto those line items of the State budget which would eliminate \$12.5 million in funding for the Miami-Dade County School District in the 2004-2005 budget year.

PASSED and ADOPTED this _____ day of _____, 2004.



ATTEST:

MAYOR

CITY CLERK

F:\atto\TURN\RESOS\School funding cuts-veto.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 
City Attorney Date



C: Trish
cmc
GAS
Lilia

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: Jorge M. Gonzalez
City Manager

FROM: Saul Gross
Commissioner

DATE: April 21, 2004

RE: Agenda Item

At the April 14, 2004 Commission Meeting, you withdrew Item C7B from the agenda which would have authorized the administration to negotiate a contract for public relations services with the top-ranked firm of Susan Brustman & Associates.

Since I think it is in the City's best interest to hire a public relations firm dedicated solely to promoting Miami Beach, I would appreciate it if you would place this item for action on the agenda of the May 5th Commission Meeting.

Thank you.

SG/ma

Agenda Item

R9I

Date

5-5-04

CITY OF MIAMI BEACH
Office of the City Manager
Interoffice Memorandum



To: Saul Gross
Commissioner

Date: April 28, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read "Jorge".

Subject: RFP 9-03/04 Public Relations Service and Marketing and Communications Consulting – May 5, 2004 – City Commission Item

Pursuant to your request to place an item regarding the Publicist contract on the next City Commission agenda, below you will find some additional information which prompted its withdrawal from the April 14, 2004 agenda.

At this time, the Administration finds that from a practical and fiscal perspective it is prudent to re-evaluate the City's needs for public relations services at a future date, allowing time to better define the City's specific needs for services and assure no duplication of effort.

As you know, the resident community has recently raised concerns regarding the increased amount of events and activity in the City and its affect on their quality of life. Hiring a public relations firm dedicated solely to promoting the City of Miami Beach may present some issues in this area, unless the City is very specific in the message(s) to be conveyed. To that end, the Administration is also exploring the possibility of working with the Selection Committee, at their suggestion, to support future and on-going public relations needs. I am considering creating an Ad-Hoc Public Relations Committee made up of representatives from this selection committee, as well as individuals from other City boards and committees, to assist and provide guidance with regard to the City's public relations strategy and ensure a collaborative representation of City interests.

Additionally, considering that the City will soon begin contract negotiations with the Greater Miami Convention and Visitors Bureau (GMCVB), and in light of the comments made by the Selection Committee regarding narrowing the scope of services, coupled with the difficult budget year that the City faces, the Administration will develop and identify specific public relations services that should be realized through the our relationship with the GMVCB and then develop a narrower City scope for future consideration by the City Commission. This action will result in a cost savings of \$100,000 in the current fiscal year (FY 03/04), and a potential savings to be determined based on the more limited scope to be developed and evaluated for fiscal year 04/05.

JMG\CMC\rar

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c: Honorable Mayor and Members of the Miami Beach City Commission

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS FOR PUBLIC RELATIONS SERVICES AND MARKETING AND COMMUNICATIONS CONSULTING SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF SUSAN BRUSTMAN & ASSOCIATES.

Issue:

SHALL THE CITY COMMISSION ACCEPT THE RANKING OF FIRMS AND AUTHORIZE NEGOTIATIONS?

Item Summary/Recommendation:

ON NOVEMBER 25, 2003, THE CITY COMMISSION ADOPTED RESOLUTION 2003-25411, WHICH AUTHORIZED THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) TO SOLICIT PROPOSALS TO PROVIDE PUBLIC RELATIONS SERVICES AND MARKETING AND COMMUNICATIONS CONSULTING SERVICES.

THE ADMINISTRATION ISSUED A RFP, CONDUCTED A COMPETITIVE PROCESS, AND RECEIVED A RECOMMENDATION FROM AN EVALUATION COMMITTEE, WHICH RECOMMENDED SUSAN BRUSTMAN & ASSOCIATES.


SUSAN BRUSTMAN & ASSOCIATES WAS FOUNDED IN MIAMI, FLORIDA, 19 YEARS AGO. SUSAN BRUSTMAN WILL LEAD THE FIRM'S TEAM AND WILL DETERMINE THE STRATEGY AND DIRECTION FOR THE FIRM'S MARKETING SUCCESS.

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

N/A


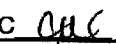
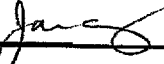
Financial Information:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Max Sklar, ext. 6116

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MS  GL	CMC 	JMG 

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AGENDA ITEM C7B
DATE 4-14-04

CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: April 14, 2004

From: Jorge M. Gonzalez
City Manager 

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 9-03/04 FOR PUBLIC RELATIONS SERVICES AND MARKETING AND COMMUNICATIONS CONSULTING SERVICES FOR THE CITY OF MIAMI BEACH; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF SUSAN BRUSTMAN AND ASSOCIATES.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

As part of the Greater Miami Convention and Visitors Bureau (GMCVB) review and renewal, the City Commission agreed to have the City engage a publicist to compliment the GMCVB effort but with a focus on Miami Beach. Funding was included in the amount of \$100,000 in the Fiscal Year 2002/03 Budget. Of this \$100,000, \$25,000 was already spent to contract Motivus, Inc. for short-term Marketing and Communications services for the City prior to the issuance of Request for Qualifications (RFQ) No. 15-02/03 for public relations services and marketing and communications consulting services. Additionally, another \$25,000 was contracted to AMS Planning and Research, Corp. to conduct a Cultural Facilities Master Plan for the City. The remaining \$50,000 was available for the issuance of the RFQ.

On December 11, 2002, the City Commission adopted Resolution No. 2002-25076, which authorized the issuance of an RFQ to solicit qualifications for public relations services and marketing and communications consulting services. Subsequently, on April 30, 2003, the City Commission adopted Resolution No. 2003-25179 accepting the recommendation of the City Manager pertaining to the ranking of proposals received pursuant to RFQ No. 15-02/03 and authorized the administration to enter into negotiations with the top-ranked firm of Kelley Swofford Roy, Inc. (KSR) for the aforementioned services.

The Administration determined that it was vital for KSR to begin its work immediately, as

there were only three (3) months left in the fiscal year. Therefore, the City executed an agreement between the City and KSR for a fee of twenty four thousand nine hundred ninety-nine dollars (\$24,999.00) and an additional twenty five thousand dollars (\$25,000.00) subject to approval by the City Commission. The Administration negotiated with KSR to provide a brand identity platform for the City and for strategic communication and marketing assistance, which was an element of the scope of services in the RFP, and on July 30, 2003, the City Commission adopted Resolution No. 2003-25283, which approved an agreement with KSR.

KSR began the strategy development for the City's brand identity platform, which included research and interviews, participation in the City's wayfinding program, logo design, creative branding, presentations and branding campaigns. KSR also worked with the City's Tourism and Cultural Development Department on other marketing initiatives. KSR received approximately \$38,000.00 for this work, which represents over 500 work hours.

Throughout this process KSR defined the audience and developed a creative strategy. Presentations of the branding concepts were then made to staff at several intervals during the process. Staff evaluated the conceptual approaches and commented on the concepts, but was generally dissatisfied with the proposals. Subsequently, a meeting was convened with representatives from the selection committee to review the branding concepts presented by KSR and to solicit their feedback. Staff remained unsatisfied with the branding concepts and, consequently, did not accept them.

Staff had determined that a company with proven experience in developing, implementing and managing public relations programs for tourism, cross promotional brand and niche marketing activities, and with proven relationships and experience with local and national media outlets, including trade and business publications, multi-cultural and consumer lifestyle is what the city needs. The Administration did not feel KSR met these requirements and, therefore, had not exercised the renewal option with KSR.

On November 25, 2003, the City Commission adopted Resolution No. 2003-25411, which authorized the issuance of a Request for Proposals (RFP) to solicit proposals to provide public relations services and marketing and communications consulting services.

RFP PROCESS

On December 10, 2003, RFP No. 9-03/04 was issued and notices sent to 70 individuals or firms, which resulted in the receipt of three qualifications packages (one was late and was disqualified) from the following firms:

- 1) Susan Brustman and Associates;
- 2) Edelman; and
- 3) Harrison & Shriftman (non-responsive – submitted late).

Commission Memo

RFP 9-03/04 – Public Relations Services, Marketing and Communications Consulting Services

April 14, 2004

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The RFP stated that any proposal received after 3:00 p.m. on January 16, 2004, would be returned to the proposer unopened. The proposal from Harrison & Shriftman was returned unopened since it was received after said date and time.

On January 30, 2004, the City Manager, via Letter to Commission No. 031-2004 appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

1. Lisa Cole, Senior VP Public Relations - Fontainebleu Hotel
2. Jose Lima, Director of Tourism - Village of Bal Harbour
3. Ruth Remington, Writer and City of Miami Beach Resident
4. Alfredo Richard, Sr. VP Communications - Claxson
5. Octavio (Joe) Zubizarreta, CEO - Zubi Advertising.

Alfredo Richard, Sr. VP of Claxson Communications, was appointed as Chair of the Committee.

On February 25, 2004, Edelman informed Procurement, both verbally and in writing, they no longer wanted to be considered for this project, requested to withdraw their proposal and subsequently canceled their plans to present to the Committee on March 2.

As the RFP Procedures indicate proposals are irrevocable for 120 days from the opening without a contract award, Edelman was informed their proposal would still be considered and ranked. On March 2, twenty minutes prior to the Committee meeting, Edelman submitted a written request indicating they again wanted their firm to be considered and arrangements were made for their presentations to be emailed and a conference call during the Committee meeting was established.

The Committee convened On March 2, 2004 and was provided with an overview of the project, information relative to the City's Cone of Silence Ordinance, and the Government in the Sunshine Law. The Committee then listened to a presentation from Susan Brustman and Associates. After the presentation the Committee engaged in a question and answer session. During the presentation, an e-mail was received in Procurement indicating Edelman once again wanted to withdraw and would not be calling in to the Committee.

While the Committee believed that Edelman could have provided the national and international exposure from an outside view of Miami Beach, their lack of presentation and changes of intention to participate all but eliminated them. On the other hand, Susan Brustman and Associates demonstrated a greater understanding of the Miami Beach product and provided a creative approach to meet the City's communication and marketing needs.

The Committee questioned the lack of responsive bids and felt the scope of services was too broad and should be better defined to reflect the City's priority needs, commensurate with the funding allocated, and to perhaps encompass the top three target industry segments. The Committee recommended they be invited back to reconvene and assist in

the redevelopment of the scope of services, which they believed lacked direction, prior to contract negotiation.

The Committee was instructed to rank and score each proposal pursuant to the evaluation criteria established in the RFP, which was as follows (total possible 105 points):

- a. Writing Assignment One – 90 Day Sample Activity Report (20 points)
 - To be presented during in-person creative demonstration
- b. Writing Assignment Two – Proposed Target Media List of Journalists (20 points) - To be presented during in-person creative demonstration
- c. Addressing what the Proposer “Can do” for the City; What sets them apart; What is value-add? (10 points) - To be presented during in-person creative demonstration
- d. Creative ideas on press releases relative to the City's new press kit. (5 Points)
 - To be presented during in-person creative demonstration
- e. Creative Ideas on helping the City Promote the Restaurants in Miami Beach. (5 points) - To be presented during in-person creative demonstration
- f. Experience and qualifications (25 points)
- g. Demonstrated record of accomplished work in public relations or as a publicist (10 points).
- h. Proposed fees (10 points).

The Committee then scored and ranked the firms as follows:

COMMITTEE MEMBER	SUSAN BRUSTMAN & ASSOC. SCORE	RANKING	EDELMAN SCORE	EDELMAN RANKING
LISA COLE	76	1 st	40	2 nd
JOSE LIMA	83	1 st	45	2 nd
RUTH REMINGTON	75	1 st	40	2 nd
ALFREDO RICHARD	80	1 st	33	2 nd
OCTAVIO “JOE” ZUBIZARETTA	84	1 st	40	2 nd

The Committee ranked Susan Brustman and Associates number one (1). They were the only firm to present, with the highest score being 84 out of a possible 105. As Edelman did not present, they fell short 65 out of 105 potential evaluation points due to no demonstration and expressing their desire to withdraw. In addition, as noted above, the

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RFP 9-03/04 – Public Relations Services, Marketing and Communications Consulting Services

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team felt the scope quite broad to adequately cover in the parameters provided, and suggested the scope of services be streamlined prior to negotiations taking place.

A summary Susan Brustman and Associates qualifications, the proposed team and similar projects is attached hereto.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the attached resolution, which recommends the acceptance of the ranking of firms, and authorizing the Administration to enter into negotiations with the top-ranked firm of Susan Brustman & Associates.

The Administration reviewed and agreed with the comments of the Evaluation Committee respective to the scope of services and will redevelop a refined scope of services as part of the negotiation process with the top-ranked firm. The Committee will be consulted during this process to ensure their sentiments are addressed.

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SUSAN BRUSTMAN & ASSOCIATES PROPOSED TEAM

Susan Brustman - Founder & President

Susan Brustman has 15 years of newsroom and journalistic experience and 25 years of public relations experience to the agency she founded in 1985. In the mid-60s she co-founded the *Los Angeles Free Press*. In the 1970s, Ms. Brustman was a freelance writer, affiliated with *New York Magazine* and *Time-Life*. Relocating to South Florida in the early 1980s, she served as an account executive with the acclaimed public relations agency, Hank Meyer Associates.

Ms. Brustman serves on the board of the American Institute of Wine & Food and for the past two years has been director of the Greater Miami Convention & Visitors Bureau PR task force.

Lawrence Carrino – Senior Account Executive

Lawrence Carrino has been with the firm for 10 years. He oversees account services and consults on client strategies, media relations and campaign development. Mr. Carrino has led publicity, special event and marketing campaigns for restaurant, hospitality and cultural accounts. Past and present clients include The Historical Museum of Southern Florida, The March of Dimes Star Chefs Extravaganza, Miami Wine & Food Festival, Magic City Records, KC and the Sunshine Band, Goldman Properties' Park Central, The Hotel and Wish, and Tantra restaurant & lounge. As a freelance writer, Mr. Carrino has written for *The Miami Herald*, *Florida International*, and *Restaurant Hospitality* magazine.

Megan Connolly – Broadcast Media Director, Hispanic Liaison

Megan Connolly is formerly affiliated with Gulfstream Park and the New York Racing Association. She has five years of specializing in sports promotions, producing presentation media videos and strategies, appearing on camera and creating targeted regional publicity programs. Ms. Connolly has represented such accounts as The Tides Hotel, the Clinton Hotel, and the Greater Miami Convention & Visitors Bureau' Boutique Hotels Program, overseeing national media FAM tours, and targeted publicity campaigns. She has created cooking segments on Miami-based television affiliates. Most recently, Ms. Connolly supervised Latin media relations and broadcast coverage for Art Miami 2004.

Karen Barofsky – Arts & Special Events Liaison, Head Writer

Karen Barofsky has been the arts and events liaison for Susan Brustman & Associates for 10 years. She began as a writer and event producer with Radio City Music Hall Productions in New York. After Ms. Barofsky relocated to Florida, she was the assistant

director of Art Center South Florida. Since joining the Brustman team, she has created press materials and overseen arts and tourism accounts, including the EDA/State of Florida grant 67-68, designed to re-brand and bring business and tourism to South Dade, the Everglades and Key Biscayne in the aftermath of Hurricane Andrew. For the past four years, she has served as account executive for Art Miami and has been involved with the firm's special events, hospitality and cultural clients.

Gary Farmer – Cultural Development & Special Events Liaison

In 1986 Gary Farmer opened The Strand restaurant/bar/theater. A former columnist for GQ magazine, Mr. Farmer has written for *Harper's Bazaar* and *Art & Auction*. He has done research, writing and development work for the American Cinematheque, the Metropolitan Museum of Art, the Institute for Advanced Study, the American School of Classical Studies, the Miami Film Festival and the Miami Design Preservation League. In the late 1980s, he was nominated for a Cable Ace Award as writer/producer of "Postcards from Miami Beach," a 90-minute WLRN TV special about the past, present and future of the Miami Beach Art Deco District. In 1987, he received the key to the City of Miami Beach for "significantly improving the quality of life in our city."

SUSAN BRUSTMAN & ASSOCIATES CASE HISTORIES

Case Histories

Susan Brustman & Associates represented the Miami Film Festival from 1989 to 1993, they also garnered press coverage for a then-emerging South Beach, where they housed media and presented events for print and broadcast packaging.

The firm secured more than 50 features annually, in publications such as Vogue, Interview Magazine, Screen, Premiere, Film Comment, Conde Nast Traveler, Allure, the Hollywood Reporter, Boston Herald, Dallas Morning News, Atlanta-Journal Constitution, New York Observer, New York Times, New York Daily News, and New York Post. Housing visiting media in hotels on South Beach and setting up events throughout Miami Beach, they garnered electronic news magazine segments and specials on MTV, VH-1, Showtime and The Movie Channel.

In 1993-1995, they introduced Ocean Drive Magazine to the regional and national media marketplace, creating a two-year brand-and-celebrity driven publicity and special event campaign that was positioned to launch the region's new magazine.

Overseeing Ocean Drive's celebrity and model events, they targeted media to attend and cover these events. This resulted in electronic news magazine segments on Entertainment Tonight, Hollywood Access, MTV, local TV outlets; features in The Miami Herald, El Nuevo Herald, Sun Sentinel, Florida Trend, Boca News, Palm Beach Post, Hollywood Reporter, Interview, New York Post, and L.A. Times.

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April 14, 2004

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In 1994-1996, post-Hurricane Andrew, under the guidance of a State of Florida EDA grant overseen by the GMCVB, the firm was awarded a \$1.5 million, 18-month, public relations and marketing program for the attractions and businesses in South Dade County through the Everglades and the Village of Key Biscayne. Representing that region, they created the campaign "Tropical Miami - the way Florida was meant to be," which included press kits, a video, special events, and media junkets.

Results: a campaign that brought 40-60 features and briefs per month, including coverage in National Geographic, Travel & Leisure, Conde Nast Traveler, American Way, Delta Sky, Hemispheres, Boston Herald, Christian Science Monitor, Wall Street Journal, Food Arts, Esquire, reaching millions of current and prospective destination travelers and consumers. The Tropical Miami campaign raised the region's profile during off-season, via media exposure throughout the state of Florida and Georgia, and cities in South America, venues for off-season South Florida tourism.

Involved in destination public relations since its inception, from 2002-2004, Susan Brustman served as director of the public relations task force of the Greater Miami Convention & Visitors Bureau. The firm also headed the Bureau's Boutique Hotels Program, promoting the hotels and website created by the GMCVB, via a four-month local-international publicity campaign that reached more than six million consumers. They helped brand, create and promote the annual "*Miami Spice*" restaurant campaign, designed to increase business for local restaurants during the slower August-September time period.

Susan Brustman & Associates Current Clients

A current list of Susan Brustman & Associates clients includes:

- Goldman Properties – Miami Beach
The Hotel, Wish Restaurant
The Park Central
- The Tides & 1220 Restaurant – Miami Beach
- Casa Morada Hotel – Islamorada
- Art Miami; Avanstar Communications – Chicago
- Miami Wine & Food Festival – Miami
- Onboard Media; Launch of the Beach Channel – Miami Beach
- Sushi Samba dromo – Miami Beach
- Timo Restaurant – Sunny Isles
- Rumi Restaurant – Miami Beach
- Escopazzo Restaurant – Miami Beach
- Johnny V Restaurant – Ft. Lauderdale
- Roger's Restaurant – North Bay Village
- M. Woods Restaurant – North Miami

- Talula Restaurant – Miami Beach

SUSAN BRUSTMAN & ASSOCIATES PROPOSED FEE STRUCTURE

Susan Brustman & Associates has proposed an initial contract term of one (1) year, with a year-to-year renewing option available at the conclusion of the first year.

Their monthly creative retainer is proposed at \$6,000 - \$7,500 per month, depending on time required, plus addendum fees for consultants, affiliates and/or for special project services. No consulting fees will be generated without prior approval from a designated point person at the City of Miami Beach. Their monthly retainer includes secretarial and production fees required to service the City's account.

Out of pocket charges routine to servicing the City's account are proposed to be billed monthly. They include, but are not limited to, photocopies, facsimiles, toll telephone calls, clipping service, photography, photo duplications, graphic design services/printing, mail fulfillment house services, video clips, parking, travel beyond Dade County, materials, postage and deliveries. Any trade discounts from their vendors will, whenever possible, be passed on to the City of Miami Beach.

Any individual monthly out of pocket charge(s) in excess of \$500 shall be submitted for approval from the City. Without approval, these charges will not be incurred.

Susan Brustman & Associates proposal requires all fees and out of pocket expenses be paid within thirty (30) days of receipt of invoice.

The rate quoted requires the first month's fee in advance along with an out of pocket expense deposit of \$1,000, which will be deducted from the final invoice.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 9-03/04, FOR PUBLIC RELATIONS SERVICES AND MARKETING AND COMMUNICATIONS CONSULTING SERVICES FOR THE CITY OF MIAMI BEACH, AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF SUSAN BRUSTMAN & ASSOCIATES.

WHEREAS, on November 25, 2003 the City Commission adopted Resolution No. 2003-25411, which authorized the issuance of a Request for Proposals to solicit qualifications for public relations services and marketing and communications consulting services (the RFP); and

WHEREAS, on December 10, 2003, RFP No. 9-03/04 was issued and notices sent to 70 individuals or firms, which resulted in the receipt of three qualifications packages (one was late and thus disqualified) from the following firms:

- 1) Susan Brustman & Associates;
- 2) Edelman;
- 3) Harrison & Shriftman (late, returned unopened); and

WHEREAS, on January 30, 2004, the City Manager via Letter to Commission No. 031-2004, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

1. Lisa Cole, Senior VP Public Relations - Fontainebleu Hotel
2. Jose Lima, Director of Tourism - Village of Bal Harbour
3. Ruth Remington, Writer and City of Miami Beach Resident
4. Alfredo Richard, Sr. VP Communications - Claxson
5. Octavio (Joe) Zubizarreta, CEO - Zubi Advertising; and

WHEREAS, on February 25, 2004 Edelman informed the Administration it no longer wanted to be considered for this RFP; requested to withdraw its proposal; and subsequently canceled its plans to present to the Committee on March 2; and

WHEREAS, the RFP states that proposals are irrevocable for 120 days from the opening without a contract award; Edelman was therefore informed that its proposal would still be considered and ranked; and

WHEREAS, on March 2, 2004, prior to the Committee meeting, Edelman submitted a written request indicating it wanted its proposal to be considered; and arrangements were made for its presentation to be e-mailed and a conference call during the

Committee meeting was established; and

WHEREAS, the Committee convened on March 2, 2004 and was provided with an overview of the project and information relative to the City's Cone of Silence Ordinance and the Government in the Sunshine Law; and

WHEREAS, the Committee then listened to a presentation from Susan Brustman and Associates; and

WHEREAS, during the presentation, an e-mail was received by the Administration from Edelman who once again withdrew its proposal; and

WHEREAS, the Committee ranked Susan Brustman & Associates as the top proposer; and

WHEREAS, the City Manager has reviewed the Evaluation Committee's findings, and concurs with the recommendation of the Evaluation Committee relative to the selection of Susan Brustman & Associates as the successful proposer pursuant to RFP No. 9-03/04.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission accept the recommendation of the City Manager and herein approve the selection of Susan Brustman & Associates, as the successful proposer pursuant to RFP No 9-03/04, and further authorize the Administration to enter into negotiations with Susan Brustman & Associates for public relations services and marketing and communications consulting services for the City of Miami Beach.

PASSED and ADOPTED this _____ day of _____, 2004


ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2004\apr1404\consent\Brustman.RESO.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

4-1-04
Date

City of Miami Beach

F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

DATE: May 5, 2004

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez

FROM: Murray H. Dubbin *MH Dubbin*
City Attorney

SUBJECT: City Attorney's Status Report

I. LAWSUITS FILED AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. Nelson Garcia, as personal representative of the estate of Orlando F. Alfonso, deceased, vs. Ryder Trs, Inc., Dalia R. Ortiz and City of Miami Beach Ems. Eleventh Judicial Circuit, General Jurisdiction, Case No. 00-16313 CA

The City was served with this wrongful death complaint on April 1, 2004, wherein the Plaintiff alleges that the negligence of the City of Miami Beach Fire Rescue on July 15, 2000 led to the eventual death of Orlando Alfonso. A motion to dismiss has been filed and discovery is proceeding.

2. David Noroff vs. City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-07825 CA 15

The City was served with this Complaint on March 30, 2004, wherein the Plaintiff alleges that on August 9, 2001, he was caused to trip and fall due to a hazardous condition on a sidewalk in front of 2957 Flamingo Drive. He alleges sustaining a fracture of his right elbow and left patella and additional injuries to his wrist. An answer and

Agenda Item

A

Date

5-5-04

Mayor David Dermer
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City Manager Jorge M. Gonzalez
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affirmative defenses will be timely filed, as well as discovery propounded.

3. Jose Hernandez vs. The City of Miami Beach, a political subdivision of the State of Florida, and Fatima Garcell and Tylon Stephney. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-05926 CA 03

The City was served with this complaint April 6, 2004, wherein the Plaintiff alleges that on March 15, 2000, the Plaintiff was a passenger in Co-Defendant's vehicle when said vehicle collided with a City Fire Rescue vehicle causing soft tissue injuries to the Plaintiff. An answer and affirmative defenses will be timely filed, as well as discovery propounded.

4. Anshei Lubavitch of Greater Miami, a Florida Not-for-Profit Corporation, vs. City of Miami Beach; Patricia Walker, in her official capacity as the Finance Director of the City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-07041 CA 22

This case involves a challenge to the City's Non-Profit Vending and Distribution Ordinance regarding the constitutionality of the ordinance as well as the lottery procedure used by the City.

5. Richmond Hotel Corporation, vs. City of Miami Beach and Department of Environmental Protection. State of Florida, Division of Administrative Hearings, Case No. 04-0725

This is a Division of Administrative Hearing (DOAH) case regarding a petition for formal administrative hearing filed by Richmond Hotel Corp., challenging the permit issued by the Florida Department of Environmental Protection (DEP) to construct a proposed Beachwalk extension south of 18th Street. The case has been placed in abeyance by the Hearing Official pending resolution of a conflict of interest.

6. James J. Cumming vs. The City of Miami Beach. United States District Court, Southern District, Case No. 04-20854 CIV-MOORE

Lt. Cumming filed suit alleging that he was discriminated against because of his age in violation of federal law, when he was not

Mayor David Dermer
Members of the City Commission
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promoted to the position of Captain. The City is vigorously defending this action.

7. Rebeca Zarco and Barouh Zarco vs. City of Miami Beach, Felipe A. De La Paz and Eugenio Fernandez. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-07602 CA 02

The City was served with this complaint April 14, 2004, wherein the Plaintiff alleges that on January 10, 2002, she was caused to trip and fall on an uneven sidewalk located at 1345 Bay Drive in front of Co-Defendant's home. Plaintiff alleges to have sustained a right comminuted fracture of the patella. An answer and affirmative defenses will be timely filed, as well as discovery propounded.

8. Beatrice Fernandez vs. City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-8763 CA 02

The City was served with this complaint April 19, 2004, wherein the Plaintiff alleges that on September 21, 2001, she tripped and fell into a pothole located near 720 Rue Granville and was caused to sustain injuries which required an orthopedic physician. An answer and affirmative defenses will be timely filed, as well as discovery propounded.

9. Dwight Johannes Downs vs. The City of Miami Beach, a municipality and the State of Florida, Department of Environmental Protection f/k/a Department of Natural Resources and Coastal Systems International, Inc., a Florida Corporation. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-8735 CA 15

The City was served with this complaint April 19, 2004, wherein the Plaintiff alleges that on April 8, 2003, he dove into the water at the 71st Street beach and struck his head on a rock which was submerged and obscured from view thereby rendering him quadriplegic. An answer and affirmative defenses will be timely filed. Discovery is being conducted.

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: STATUS REPORT ON THE REHABILITATION OF THE EXISTING
BUILDING AND CONSTRUCTION OF THE NEW FIRE STATION NO. 2**

The improvements being made to Fire Station No. 2 include full historic renovation of the existing facility, and construction of an additional facility that will include three apparatus bays and living quarters for the fire crews.

The water tanks and related pump station were added to the Jasco Construction Company (Jasco) Construction Manager at Risk Contract. STA Architectural Group (STA) is the architect/engineer (A/E) for the Fire Station components and Camp Dresser & McKee (CDM) is the A/E for the water tanks/pump station components.

Construction on the Water Tanks and Pump Station Project began on June 9, 2003. At present, the installation of the concrete tanks is complete, and the overall project is approximately 90% complete. Final completion of this portion of the Project is expected in June of 2004.

On November 25, 2003, Jasco presented to the City the final proposal for GMP for the Fire Station portion of the project, which includes the construction of a new fire station incorporating an Emergency Operations Center (EOC), and renovation of the existing building for use as administrative offices and needed modifications to the site drainage, as planned. On December 10, 2003, the Mayor and City Commission approved the Guaranteed Maximum Price, in the amount of \$8,096,580, approved the award of a contract to Jasco, and appropriated the additional funding necessary to complete the Project. The construction of the new Fire Station is to begin immediately after the substantial completion of the Water Tanks and Pump Station Project in May of 2004.

Currently the Administration and the City Attorney's Office are working with the attorney for Jasco to complete the parameters of the Agreement, at which time the Agreement will be presented to the City Clerk and Mayor for execution.

Construction of the new Fire Station is expected to require 14 months, following which, the renovation of the historic building will require an estimated 10 additional months.

JMG/RCM/TH/JECh/MB

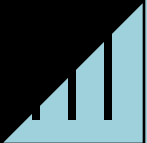
T:\AGENDA\2004\May0604\Regular\FS2 Status Report.mem

Agenda Item

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Date

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: STATUS REPORT ON FIRE STATION NO. 4 PROJECT

Past Events

The City Commission, on July 2, 2003, issued a directive to the Administration to pursue the Certificate of Appropriateness for Demolition of the existing building. The Historic Preservation Board (HPB) approved a motion to recommend to the City Commission that the building be demolished. The HPB also approved a motion authorizing the revisions to the previously approved new building, and added some requirements with regard to landscaping, breeze block, monument, and curb/swale/sidewalk configuration. On October 15, 2003, the City Commission held a public hearing and voted to approve a Certificate of Appropriateness for the demolition of the fire station.

The Consultant has developed and submitted drawings for the full demolition of the existing fire station. Carivon Construction Inc. was selected through the Job Order Contracting (JOC) Program to demolish the existing building. The drawings reflecting the scope for the demolition of the existing fire station have been approved. However, due to the ordinance requirements regarding demolition of structures within historic sites, a demolition permit cannot be issued, and the City cannot demolish the existing Fire Station building, until a building permit on the new Fire Station is issued.

As soon as the plans for the new Fire Station are approved by the Building Department, estimated to be in early May 2004, Carivon has agreed to pull the permit on the new building and to demolish the existing building. Completion of the permit approval is dependent on final reviews by the Building Department after receiving Miami-Dade County approvals on April 9, 2004. The Planning Department has recently requested that the landscape design be changed from what was presented with the permit documents by the Consultant. Additional services have been authorized to MC Harry, the Project Consultant, for the re-design and the new documents will be presented to the Planning Department and the Building Department as soon as they are ready. This means that demolition is now estimated to occur in May 2004, but this date is dependent upon the Building Department review process noted above for the issuance of both the demolition and construction permits.

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Status Update

The construction drawings review for the new fire station by appropriate City departments has been completed. Comments have been incorporated by the consultant in order to create a conformed set once the permit review is completed.

The seawall restoration at the Fire Station No. 4 site is also being added to the project. The construction drawings for the seawall restoration are currently being reviewed by Miami-Dade Environmental Resource Management (DERM) and will likely also be permitted in the same time frame. On April 14, 2004 the City's Public Works Department identified sufficient funds to cover the costs of the seawall restoration and repair scope. The designer, Coastal Planning Engineers, is preparing project specific information to submit to the City's Procurement Department so as to include the scope in the bid documents for construction under the same contract, which provides greater efficiency. This portion of the project is being funded by the Shoreline and Seawall Rehabilitation Program portion of the General Obligation Bond.

It is anticipated that the bid for construction of the new fire station and seawall will be issued in late May 2004, with construction to start in the summer of 2004. In preparation for advertisement and bidding, meetings with the City's Procurement Division are being held.

JMG/RCM/TFS

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COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: PRESENTATION REGARDING FUNDING STATUS FOR PROJECTS
MANAGED BY THE CAPITAL IMPROVEMENT PROJECTS OFFICE**

At the April 21, 2003 Finance and Citywide Projects Committee meeting, the CIP Office made a presentation regarding some of the City's capital projects. The discussion focused on projects where funding issues had been identified.

The Finance and Citywide Projects Committee requested that the same information be presented to the City Commission. The presentation was included in the April 30, 2003 and May 21, 2003 City Commission agendas.

The CIP Office recently gave an updated version of the presentation to the General Obligation Bond Oversight Committee, focusing only on those projects funded in part by General Obligation Bond funds. The CIP Office was requested to present the same information to the City Commission, including those projects that do not have a General Obligation Bond funding component. Attached is a copy of that presentation.

Attachment

JMG/RCM/TM/klm

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**POWERPOINT PRESENTATION TO BE
SUBMITTED IN SUPPLEMENTAL**